Oxford

1884

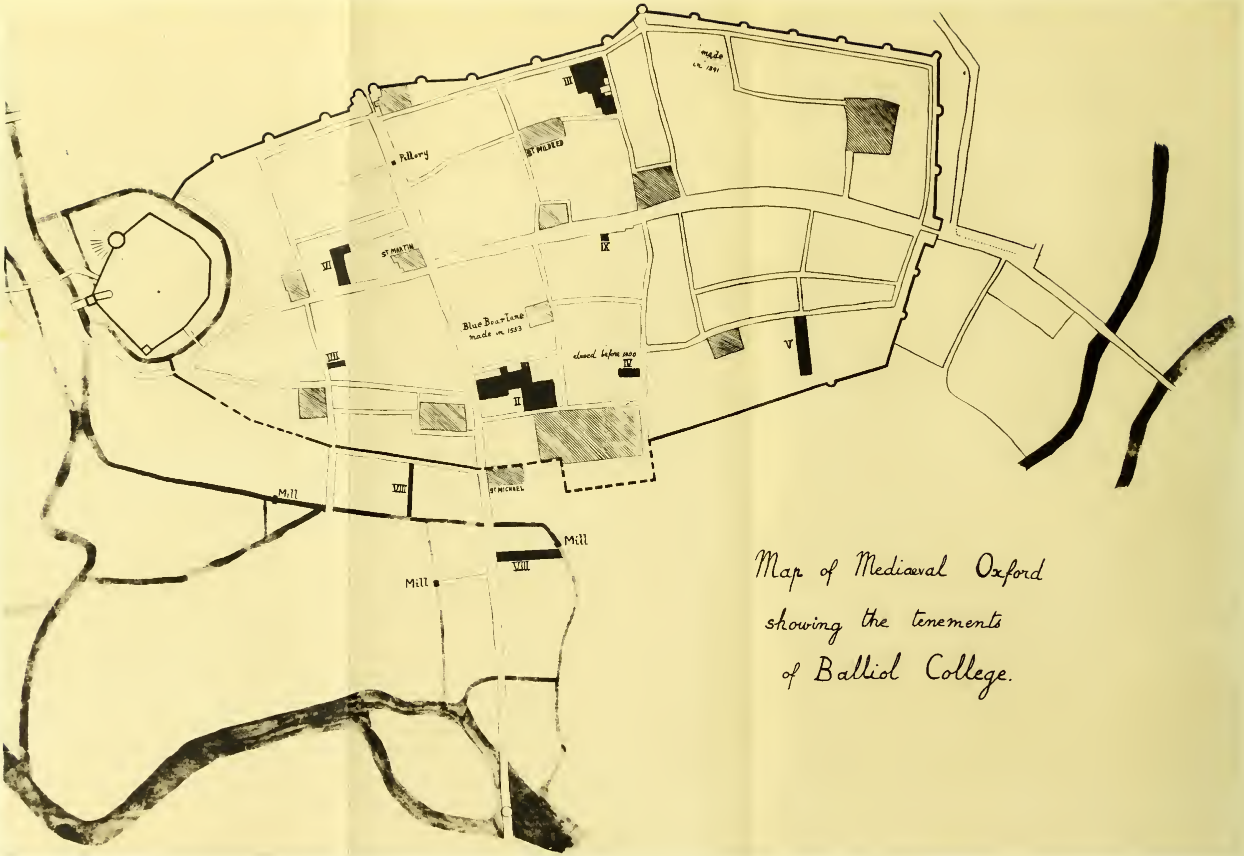
Historical · Society

Walter Walsh

Oxford Historical Society

VOL. LXIV

OXFORD BALLIOL DEEDS



THE TENEMENTS OF BALLIOL IN THE TOWN OF OXFORD

Frontispi

THE OXFORD DEEDS OF BALLIOL COLLEGE

EDITED BY THE

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NEW COLLEGE, OXFORD

OXFORD

PRINTED FOR THE OXFORD HISTORICAL SOCIETY

AT THE CLARENDON PRESS

1913

OXFORD: HORACE HART, M.A.
PRINTER TO THE UNIVERSITY

PREFACE

As Balliol, unlike the other ancient Colleges, has no rentals, no College accounts and no registers before 1540, the early history of the College must be compiled for the most part from the charters in the Muniment Chest. In this volume those deeds are printed which have most interest for residents in Oxford and for members of the University; all the documents which describe the acquisition of the site of the College and of properties in Oxford are given, and everything in the way of College Statutes before the statutes of Bishop Foxe. The documents which are not printed describe the acquisition of property in Northumberland, London, and elsewhere; and though they have some bearing on the early history of the College, their main interest is for local history.

The College deeds were arranged and numbered by the late Mr. George Parker some thirty years ago with considerable skill, but it has been necessary to depart from his arrangement. A table will be found at the end of the volume to connect the numbering adopted in this volume with the numbering adopted by Mr. Parker.

For the sake of those who are not familiar with mediaeval charters a few words may be said to explain the abbreviations used and the manner of printing. In transcribing the deeds the rules have been followed for the most part which are laid down in the preface to the Cartulary of St. Frideswide's, issued by the Oxford Historical Society. In the margin is printed the number which the deed bears in Mr. Parker's catalogue and also its date; where the date runs from Michaelmas to Michaelmas, as on pages 142 and 143, it is deduced from the names of the mayor and reeves or bailiffs. A mediaeval grant

opens with a clause such as 'Noverint universi hoc scriptum visuri vel audituri', as on page 168, or 'Omnibus Cristi fidelibus ad quos presentes littere pervenerint'; in some cases, as on page 188, this has been abbreviated to 'Omnibus [&c.]' or 'Noverint [&c.]'. Then after the names of the grantor and recipient and the description of the property, there comes, in all grants after the end of the thirteenth century, the phrase 'habendum & tenendum de capitalibus dominis feodi illius per servicia inde debita et de iure consueta'; in some cases, as on pages 214 and 215, this clause has been shortened. If the deed is a grant, there follows a clause of warranty, of which the full wording may be seen on pages 64 and 143; this clause contains no information and is abbreviated to 'Et ego [&c. warranty]'. If the deed is a quitclaim, not a grant, it generally ends with a long clause beginning 'ita quod nec ego', of which examples are printed in full on pages 144 and 169; in most cases this has been reduced to 'ita quod [&c.]', as on page 185. Occasionally there follows a sentence which mentions the price paid for the grant, beginning 'Pro hac autem donatione', as may be seen on page 7; where this sentence merely reproduces the string of four, five, or six words which has already occurred to describe the nature of the transaction, and adds no new information, the words are abbreviated, as on pages 2 and 3. Then follows the clause of sealing, sometimes beginning 'Et ut hec donacio robur perpetue firmitatis obtineat, hanc cartam sigillo meo munivi', or 'In cuius rei testimonium huic presenti carte sigillum meum apposui'; these forms are shortened to 'Et ut [&c. sealing]' or 'In cuius [&c. sealing]'. There are those who would have all documents transcribed in full, but the cost of printing has to be considered, and though there is risk in curtailing a deed of the first half of the thirteenth century, when we reach the latter half of the fourteenth century the legal terms are so fixed that abbreviation may be used with little danger.

It is not likely that much of importance will hereafter be

discovered to illustrate the early history of Balliol, but even while this volume was being prepared some unimportant facts have come to light. In the Coroners' rolls we have the story of a clerk who fell down stairs at Old Balliol Hall in December, 1300, and of a townsman who in May, 1382, climbed into an elm-tree within the close of Balliol Hall to disturb a nest of 'pies',[1] and slipping was injured so that he died. Also in the Sede Vacante Register[2] of Worcester we find a deed of June 13, 1402, which was executed at Oxford, in the house of Robert Stratford, between the 'Kateryne Whele' and North Gate, which proves the existence of that inn at a much earlier date than had been imagined. With regard to R. de Clothale, who is mentioned on page 336, note 3, it appears that he was of Oxford and a man of ability; for in the library at Erfurt the manuscript numbered F. 348 contains the 'questiones' given by Simon de Faversham at Oxford, reported by Robert de Clothale.[3] And, lastly, it appears from the Chancellor's register in the University Archives that although Balliol obtained possession of Sparrow Hall in 1427, it was still used as an Academic Hall as late as 1467.

The muniments of Balliol were inspected by Anthony Wood about the years 1665 and 1666, and in Wood MS. D. 2 there is a record of what he saw. It is satisfactory to find that all the deeds of which he makes mention are in existence now.

When this book was nearly complete, but before the Index was in print, a volume was discovered at Balliol which gives some notes about the houses which belonged to the College, made by various bursars from 1660 to after 1800. Some extracts from this volume are given in an Appendix.

A debt of thanks is due to those who have contributed towards the illustrations, to the Provost of Oriel who allowed

[1] Probably jackdaws; *Records of Mediaeval Oxford*, pp. 9 and 43.

[2] p. 386, published by the Worcester Record Society.

[3] *Verzeichniss der Amplonianischen Handschriften zu Erfurt*, by Dr. Wilhelm Schum, Berlin, 1887. This reference is due to Mr. A. G. Little.

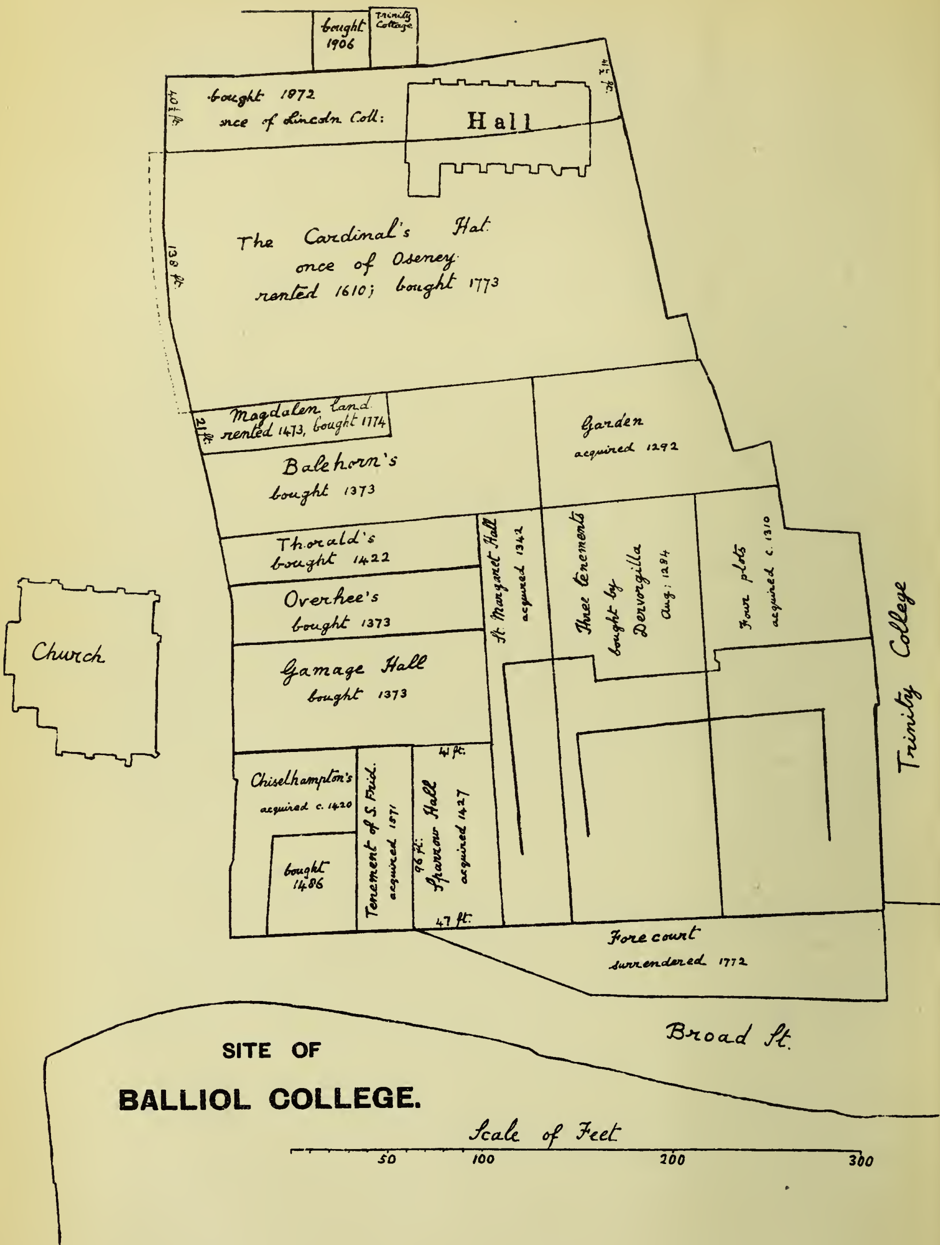
the interesting map of 1814 to be reproduced, to Mr. Minn for a photograph of the High Street before 1872, to Mrs. Chaundy of Broad Street for the loan of a print of Balliol in 1752, and to Mrs. Morrell and the Editorial Committee of the Millenary Exhibition for permission to use one of their blocks; also to Mr. Strickland Gibson for photographs from which deeds 607–9 have been transcribed; and in particular to the Controller of the Press for his advice and help.

H. E. SALTER.

DRY SANDFORD,
ABINGDON.
June 28, 1913.

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THE OXFORD DEEDS OF BALLIOL COLLEGE

I. THE SITE OF THE COLLEGE.

The site of the College has been slowly acquired during more than six centuries, but with Trinity College on the east and St. John's on the north there is now no room for further expansion. The deeds have been arranged in the following order; first those which concern the earliest site of the College, where now is the front quadrangle; we then work westwards to the corner, and afterwards northwards, taking the tenements in their geographical order, not in the order in which they were obtained.

It will be noticed that many of the tenements were not acquired in the first instance for the purpose of enlarging the College, but were purchased as an investment and as a source of income; but before the end of the eighteenth century it had been found necessary to use for College purposes all the property which the College owned between Trinity College and St. John's.

1. The Tenements given by Dervorguilla. 1–14.

On Aug. 1, 1284, Dervorguilla for the sum of 80 marks purchased from Thomas de Ew and John de Ew his father three tenements or sites in Horsemonger Street; they were bounded by Walter Feteplace on the east and Geoffrey le Sauser on the west. The easternmost of the three had belonged to Philip son of William de Ew, but had been sold by him to John de Ew for 10 marks; John le Espicer surrendered to him the next tenement for a rent of 9*s*., from which we may estimate that the property was worth nine marks; the last of the three, called Mareys Hall, belonged to John de Ew by his marriage with Joan daughter of Nicholas de Kingestone (see no. 13). On Jan. 7, 1285, a jury of Oxford gave the verdict that it would not be to the king's damage if Dervorguilla granted this property to the scholars of Balliol, but the licence of the king was only obtained ten months later. We cannot tell the dimensions of this property, but as most of the neighbouring tenements seem to have been 30 feet wide or more, we may estimate that it was about 90 feet wide, and

as it ran back to tenement no. 3 it must have been 190 feet from north to south. It must have covered what is now the western half of the front quadrangle.

I.

[Philip son of William de Ew grants to John de Ew an area in Horsemonger Street.]

D. 5. 4 Mich. 1283–Mich. 1284

Sciant presentes & futuri quod ego Philippus filius Willelmi de Ew burgensis Oxonie dedi, concessi & hac presenti carta mea confirmaui Iohanni de Ew fratri meo totam illam aream cum omnibus suis pertinenciis que iacet inter terram que fuit Iohannis le Especer ex una parte & terram Walteri Feteplace ex altera in Horsmongerestrete in parochia beate Marie Magdalene in suburbio Oxonie; habendam & tenendam totam dictam aream cum omnibus suis pertinenciis predicto Iohanni heredibus & assignatis suis quibuscumque de me & heredibus meis uel meis assignatis cuicumque, quandocumque & qualitercumque uoluerit dare, uendere, legare uel assignare in puram & perpetuam elemosinam uel aliter prout sibi, heredibus, uel assignatis suis melius placuerit tam in egritudine quam in sanitate libere, quiete, pacifice, integre & bene inperpetuum tanquam ius suum hereditarium, reddendo inde annuatim michi & heredibus meis uel meis assignatis unum clauum gariophili ad Pascha, et capitalibus dominis feodi quatuor denarios ad terminos consuetos pro omni seruicio, sectis curie, exaccione seculari & demanda. Et ego [&c. warranty]. Pro hac autem donacione [&c.] dedit michi predictus Iohannes decem marcas sterlingorum pre manibus. Ut igitur [&c. sealing], hiis testibus, Willelmo le Espicer tunc maiore Oxonie, Elya le Quilter tunc balliuo eiusdem, Nicholao de Kyngestone, Henrico Oweyn, Thoma de Sowy, Radulfo le Plomer, Waltero Bost, Henrico filio Milonis & aliis.[1]

2.

[John le Especer grants to John de Ew a messuage in Horsemonger Street.]

D. 5. 5 Mich. 1282–Mich. 1283

Sciant presentes & futuri quod ego Iohannes le Especer burgensis Oxonie dedi, concessi & hac presenti carta mea confirmaui Iohanni de Eu burgensi eiusdem unum mesuagium cum pertinenciis quod situm est inter terram Philippi de Eu ex una parte & terram predicti Iohannis de Eu ex altera in parochia sancte Marie Magdalene in suburbio

[1] Seal, pointed oval, a star and crescent, S' PHILIPIS (*sic*) DE HO.

Oxonie; habendum & tenendum predictum mesuagium cum pertinenciis predicto Iohanni de Eu & heredibus suis uel suis assignatis, de me & heredibus meis uel meis assignatis cuicumque uoluerit dare, uendere, legare uel assignare tam in egritudine quam in sanitate libere, quiete, pacifice & integre inperpetuum; reddendo inde annuatim michi & heredibus meis uel meis assignatis unum clauum gariophili ad Pascha, et capitalibus dominis feodi seruicium debitum & consuetum pro omni seruicio, exaccione & demanda. Et ego [&c. warranty]. Pro hac autem donacione [&c.] dedit michi predictus Iohannes de Eu nouem solidos annui redditus de tenementis subscriptis, uidelicet de illa shoppa[1] cum pertinenciis que sita est inter terram Thome de Grantpunt ex una parte & terram que fuit Galfridi le Mercer ex altera in parochia sancti Michaelis borealis Oxonie uiginti & octo denarios ad duos anni terminos uidelicet ad festum sancti Michaelis quatuordecim denarios et ad Pascha quatuordecim denarios, et de predicta (*sic*) shoppa proxima iuxta shoppam Nicholai de Gersingdone in eadem parochia triginta & duos denarios ad eosdem terminos, et de duabus shoppis cum pertinenciis que site sunt inter terram Willelmi de Eu ex una parte & terram que fuit Olyueri le Seinter[2] ex altera in parochia Omnium Sanctorum Oxonie quatuor solidos ad eosdem terminos in excambium. Ut igitur [&c. sealing], hiis testibus, Nicholas de Kyngestone tunc maiore Oxonie, Thoma de Sowy, Radulfo le Plomer tunc balliuis eiusdem, Henrico Oweyn, Philippo de Eu, Willelmo le Especer, Nicholas de Coleshulle, Iohanne Culuert, Iohanne Sewy, Waltero Bost, Galfrido le Sauser & aliis.

3

[The Prior of St. Frideswide's quitclaims to John de Ew a rent on Mareys Hall.]

Omnibus Cristi fidelibus presens scriptum uisuris uel audituris frater D. 5. 6.
Robertus del Ewęlme,[3] prior ecclesie sancte Frideswide Oxonie Feb.–Sept. 1284

[1] We learn from rentals of Oseney that there were eleven shops in Cornmarket in front of the Roebuck, of which seven were in the parish of St. Michael, and four in St. Martin's. About 1280 the fourth shop was held by William le Wild, the fifth by Geoffrey le Mercer, the sixth by Nicholas de Gersingdone. John de Eu grants quitrents on the shops of William le Wild and Geoffrey le Mercer. According to the Hundred Rolls (ii. 797) John de Eu in 1279 owned quitrents of 2*s.* 4*d.* and 2*s.* 8*d.* from shops in the parish of St. Michael North.

[2] It appears from charters at Lincoln College that Oliver le Seinter owned a tenement opposite the east end of All Saints' Church, possibly at the corner of High Street. The Hundred Rolls are defective for the north-east ward of Oxford.

[3] He was not elected prior until Feb. 1284.

& eiusdem loci conuentus salutem in domino sempiternam. Nouerit uniuersitas nos unanimi consensu ac bona uoluntate nostra dimisisse, concessisse & omnino quietum clamasse pro nobis & successoribus nostris Iohanni de Eu filio Willelmi de Eu burgensi Oxonie totum ius et clamium quod habuimus uel aliquo modo habere potuimus in sex solidatis annui redditus quos annuatim percipere consueuimus per manus eiusdem Iohannis de illo mesuagio cum omnibus pertinenciis suis quod uocabatur Mareyshalle, quod situm est inter terram que fuit Philippi de Eu[1] a parte orientali & terram Galfridi le Sauser a parte occidentali in Horsmongarestrete in parochia beate Marie Magdalene in suburbio Oxonie; habendos & tenendos predicto Iohanni et heredibus suis uel suis assignatis libere, quiete, pacifice et integre absque omni reclamatione nostrum et successorum nostrorum inperpetuum. Pro hac autem dimissione, concessione & quieta clamacione quietum clamauit nobis predictus Willelmus quatuor solidos annui redditus quos annuatim de nobis recipere consueuit de terra que fuit Ranulphi capellani que iacet inter terram que fuit Thome Curteys ex una parte & terram quondam Nicholai But ex altera in parochia sancte Frideswide Oxonie, & dictus Iohannes dedit nobis duos solidos annui redditus annuatim percipiendos de illo mesuagio cum pertinenciis suis quod fuit Walteri de la Pilere super magnum pontem, ut in carta feofamenti inde nobis facta plenius continetur.[2] In cuius rei testimonium presenti scripto sigillum nostrum una cum sigillo dicti Willelmi de Eu est appensum; hiis testibus, Willelmo le Specer tunc maiore Oxonie, Philippo de Eu, Elya le Culter tunc balliuis eiusdem, Nicholao de Kinggestone, Henrico Oweyn, Galfrido le Sauser, Waltero Bost, Henrico filio Milonis & multis aliis.[3]

4.

[John de Ew grants to Thomas de Ew his son three areas in Horsemonger Street.]

D. 5. 7 Mich. 1283–Mich. 1284

Sciant presentes & futuri quod ego Iohannes de Ew burgensis Oxonie dedi, concessi & hac presenti carta mea confirmaui Thome de Ew filio meo & heredi totas illas tres areas cum edificiis & omnibus suis perti-

[1] Mareys Hall seems to have been bounded on the east by the tenement of John le Espicer, not of Philip de Ew; but as John de Ew had already acquired the former tenement and added it to his own property of Mareys Hall, the neighbour on the east would be Philip de Ew.

[2] See *Cart. S. Frid.* i. 125 and 186.

[3] With two seals, a fragment of the seal of the convent, and a small seal representing a kneeling figure; illegible; evidently the private seal of the prior.

nenciis que simul iacent inter terram quondam Galfridi le Sauser ex parte una & terram Walteri Feteplace ex parte altera in Horsmongerestrete in parochia beate Marie Magdalene in suburbio Oxonie, habendas & tenendas totas dictas tres areas cum edificiis & omnibus suis pertinenciis predicto Thome de Ew filio meo & heredi, heredibus & assignatis suis quibuscumque de me & heredibus meis uel meis assignatis cuicumque, quandocumque & qualitercumque dare, legare, uendere uel assignare uoluerit, tam in egritudine quam in sanitate, in puram & perpetuam elemosinam uel aliter prout sibi heredibus uel assignatis suis melius placuerit libere, quiete, integre, bene & in pace in perpetuum, tanquam ius suum hereditarium, reddendo inde annuatim michi & heredibus meis unum denarium ad Pascha & domino feodi quatuor denarios ad festum sancti Martini & lumini ecclesie beate Marie Magdalene duos denarios ad Pascha pro omni seruicio, exaccione seculari, sectis curie, consuetudine & demanda. Et ego [&c. warranty]. Et ut [&c. sealing], hiis testibus, Willelmo le Especer tunc maiore Oxonie, Elya le Quilter tunc balliuo eiusdem, Nicholao de Kyngestone, Henrico Oweyn, Thoma de Sowy, Radulfo le Plomer, Waltero Bost, Henrico filio Milonis & multis aliis.[1]

5.

[Thomas de Ew appoints an attorney to receive seisin from his father of a plot of ground in Horsemonger Street.]

Omnibus Cristi fidelibus presentes litteras uisuris uel audituris Thomas de Ew filius & heres Iohannis de Ew burgensis Oxonie salutem in domino. Noueritis me ordinasse, fecisse & constituisse dilectum michi in domino Thomam filium Radulphi atornatum meum eo quod personaliter interesse non potero ad recipiendum seysinam de tota placea terre que iacet inter terram quondam Galfridi le Sauser ex parte una in Horsmongerestrete & terram Walteri Feteplace ex altera, quam placeam cum edificiis & omnibus suis pertinenciis dedit michi Iohannes de Ew pater meus prout continetur in quadam carta inde confecta. Ordinaui etiam feci & constitui eumdem Thomam atornatum meum ad donandum seysinam eiusdem placee cum edificiis & omnibus suis pertinenciis predictis, si me abesse contigerit, cuicumque seu quibuscumque, quandocumque & qualitercumque me contigerit dictam placeam dare, legare, uendere uel assignare, ratum habiturus

D. 5. 8
May 19, 1284

[1] Seal, circular, $1\frac{1}{8}$ in., a bird, S' IOHANNIS DE EW.

& gratum quicquid dictus atornatus meus nomine meo fecerit in premissis. In cuius [&c. sealing]; dat' Oxonie in crastino Ascensionis domini anno regni regis Edwardi duodecimo.

6.

[An acknowledgement of John de Ew of certain conditions which he is bound to observe towards Dervorguilla.]

D. 5. 9 Memorandum quod Iohannes de Ew tenetur prouidere domine de Balliolo in sex denaratis annui redditus in loco competenti. Item quod Iohannes tenetur facere dicte domine securitatem de tribus areis in Horsmongerestrete Oxonie, secundum quod prouidetur in quadam cedula inde confecta & domino Cancellario tradita. Item idem Iohannes tenetur procurare in curia domini regis quod filius suus Thomas qui est heres suus leuet finem de dictis tribus areis inter ipsum & dictam dominam ubi & quando per breue domini regis ipsos citari contigerit, ita tamen quod tantum uiginti solidos pro laboribus recipiet & expensis & dicta domina residuum sumptibus suis procurabit.[1] Item idem Iohannes tenetur procurare pro se & filio suo omnem securitatem quam dicta domina cum consilio suo sciuerit ordinare secundum leges & consuetudines regni Anglie, si tamen ipsi domine uideatur quod securitas in dicta cedula contenta minus sibi uel heredibus & assignatis suis suffecerit. Item dictus Iohannes fatetur se recepisse decem marcas pro parte solucionis octoginta marcarum quas debet recipere de domina supradicta pro uendicione trium arearum predictarum, quas quidem decem marcas tenetur attornato ipsius domine totaliter restituere una cum grauaminibus, dampnis & expensis que taxabuntur per simplex uerbum ipsius attornati, si in predictis uel aliquo predictorum defecerit, ex quo racionabiliter fuerit premunitus. Item idem Iohannes tenetur reddere predicto attornato omnes cartas & munimenta que quoquomodo tangunt tres areas in predicta cedula contentas. Et ut omnia & singula prescripta firmiter obseruentur dicti Iohannes & Thomas filius suus & heres subiciunt se iurisdiccioni magistri R. cancellarii Uniuersitatis Oxonie uel eius successoris compellendi si in eis remaneat quominus omnia & singula predicta consummentur in forma prenotata. In cuius rei testimonium Iohannes & Thomas filius suus & heres predicti omnia & singula predicta se

[1] i.e. she would pay the legal charges; the twenty shillings were to cover the personal expenses of Thomas de Ew.

adimplere fideliter promiserunt in presencia & in hospicio domini Cancellarii supradicti.[1]

7.

[Thomas de Ew grants to Dervorguilla his plot of land in Horsemonger Street.]

Sciant presentes & futuri quod ego Thomas de Ew filius & heres Iohannis de Ew burgensis Oxonie dedi, concessi & hac presenti carta mea confirmaui nobili mulieri domine Deruorgwylle de Galewythia domine de Balliolo totam illam placeam cum edificiis & omnibus suis pertinenciis que iacet inter terram quondam Galfridi le Sauser ex parte una & terram Walteri Feteplace ex parte altera in Horsmongerestrete in parochia beate Marie Magdalene in suburbio Oxonie, habendam & tenendam totam dictam placeam cum edificiis & omnibus suis pertinenciis predictis predicte nobili mulieri domine Deruorgwylle de Galewythia domine de Balliolo, heredibus & assignatis suis quibuscumque, quandocumque & qualitercumque dare, legare, vendere, uel assignare uoluerit in puram & perpetuam elemosinam uel aliter prout sibi, heredibus uel assignatis suis melius placuerit, libere, quiete, integre, bene & in pace inperpetuum, tanquam ius suum hereditarium; reddendo inde annuatim michi & heredibus meis unum denarium ad Pascha & domino feodi quatuor denarios ad festum sancti Martini & lumini ecclesie beate Marie Magdalene duos denarios ad Pascha pro omni seruicio, exaccione seculari, sectis cur*iarum*, consuetudine & demanda. Et ego [&c. warranty]. Pro hac autem donacione, concessione & presentis carte mee confirmacione, warantizacione, acquietacione & defensione dedit domina Deruorgwylla de Galewytha domina de Balliolo supradicta michi Thome de Ew antedicto octoginta marcas sterlingorum pre manibus. Et ut [&c. sealing], hiis testibus, Willelmo le Espicer tunc maiore Oxonie, Philippo de Ew, Elya le Quilter tunc balliuis eiusdem, Nicholao de Kingestune, Henrico Oweyn, Iohanne Kiluerd, Iohanne Sewi, Thoma de Sowi, Radulfo le Plomer, Waltero Bost, Henrico filio Milonis, Willelmo de Wodestone & aliis.[2] **D. 5. 10** May–July, 1284

[A duplicate of D. 5. 10, with the same seal.] **D. 5. 11**

[1] With the seal of the Chancellor, SIGILL' CANC . . . ARII OXONIE. A man preaching, above him a star and a hand.

[2] Seal, pointed oval, white, $1\frac{1}{4}$ in. × $\frac{7}{8}$ in., two birds on each side of a fleur de lys, S' THOME DE EW FL'I IOH'IS D' EW. Endorsed 'Feoffamentum Thome de Ewe de aula nostra in qua manemus'. The last six words are in other ink, but in an early hand (1300–20).

8.

[Dervorguilla appoints two scholars at Oxford to be her attorneys to receive seisin of three areas in Horse-monger Street.]

D. 5. 12 Aug. 1, 1284

Omnibus Cristi fidelibus presens scriptum uisuris uel audituris Deruorguilla de Galewythia domina de Balliolo salutem in domino sempiternam. Ad uniuersitatis uestre noticiam uolumus peruenire quod nos ordinauimus, fecimus & constituimus dilectos nobis in Cristo magistrum Willelmum de Menyl & dominum Iohannem de Castre Bernard' scolares Oxonie uel eorum alterum si ambo presentes esse non poterunt attornatos nostros uel atornatum nostrum ad petendum, recipiendum & retinendum seysinam de tribus areis simul iacentibus in Horsmongerestrete in parochia beate Marie Magdalene in suburbio Oxonie inter terram quondam Galfridi le Sauser ex parte una & Walteri Feteplace ex altera; quas quidem areas de Iohanne de Ew burgensi Oxonie emimus & ab eodem Iohanne uel a Thoma filio suo & herede uel ab utroque secundum quod atornati nostri predicti melius ad opus nostrum uiderint expedire nos & heredes nostri & nostri assignati infeodari debemus cum edificiis & omnibus suis pertinenciis secundum quod in quadam carta inde confecta plenius continetur. Ordinauimus eciam, fecimus & constituimus dictos magistrum W. & dominum I. atornatos nostros coniunctim & diuisim ad donandum seysinam earundem arearum cum dictis edificiis & omnibus suis pertinenciis cuicumque seu quibuscumque & quandocumque ipsas nos dare, legare, uendere uel assignare contigerit, ratum habentes & gratum quicquid duo atornati predicti uel eorum alter circa dictarum arearum seysinam petendam, capiendam, retinendam, seu conferendam nomine nostro duxerint uel duxerit faciendum. In cuius rei testimonium has litteras nostras sigillo nostro signatas dictis nostris atornatis transmisimus patentes. Dat' apud Castrum nostrum de Fodringeye in festo sancti Iohannis ante portam Latinam. Anno domini MCC octogesimo quarto.[1]

9.

[John de Ew confirms the grant of Thomas his son.]

D. 5. 13 Mich. 1285–Mich. 1286

Omnibus Cristi fidelibus presentem cartam uisuris uel audituris Iohannes de Ew burgensis Oxonie salutem in domino. Noueritis me

[1] The seal, now lacking, was on a strip, and the deed was fastened with another strip.

pro me & heredibus meis concessisse & hac presenti carta mea confirmasse nobili mulieri domine Deuorguille de Galewythia domine de Balliolo totam illam placeam terre cum mesuagiis, edificiis & omnibus suis pertinenciis in Horsmongerestrete in parochia beate Marie Magdalene in suburbio Oxonie, que quidem placea iacet inter terram quondam Galfridi le Sauser ex parte una & terram Walteri Feteplace ex altera, habendam & tenendam de me & heredibus meis predicte domine Deuorguille & heredibus ac assignatis suis quibuscumque libere, quiete, integre, bene & in pace hereditarie imperpetuum, reddendo inde annuatim michi & heredibus meis unum clauum gariophili ad Natale domini & domino feodi quatuor denarios ad festum sancti Martini et lumini ecclesie beate Marie Magdalene Oxonie duos denarios ad Pascha et Thome de Ew filio meo & heredibus suis unum denarium ad eundem terminum pro omnibus seruiciis, consuetudinibus, sectis cur*iarum*, secularibus exaccionibus & demandis. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne Culuert tunc maiore Oxonie, Nicholao Aurifabro, Thoma de Sowy tunc balliuis eiusdem uille, Elya le Quilter, Nicholao de Kyngestone, Henrico Oweyn, Radulfo le Plomer, Waltero Bost, Henrico filio Milonis & aliis.

Endorsed. Ista confirmatio est inrotulata ad Bancum Regis ad instanciam Iohannis de Ew.

10.

[Dervorguilla grants her plot of ground in Horsemonger Street to the Principal and Scholars of Balliol.]

Omnibus Cristi fidelibus presentem cartam uisuris uel audituris **D. 5. 15**
Deruorguilla de Galewithia domina de Balliolo salutem in domino [c. 1285]
sempiternam. Noueritis me dedisse, concessisse & hac presenti carta mea confirmasse magistro Waltero de Fodringeye principali & scolaribus dictis de Balliolo Oxonie totam placeam meam cum omnibus edificiis & pertinenciis suis iacentem inter terram quondam Galfridi le Sauser ex parte una & terram Walteri Feteplace ex altera in Horsmongeristrete in suburbio Oxonie, habendam & tenendam totam dictam placeam cum omnibus edificiis & pertinenciis suis dictis principali & scolaribus & eorum successoribus ibidem intrantibus & commorantibus, secundum statuta ad hoc specialiter ordinata & meo sigillo consignata, de me & heredibus meis in liberam, puram & perpetuam elemosinam adeo libere, quiete, honorifice, bene & in pace sicut aliqua

elemosina in regno Anglie cuicumque uel quibuscumque & sub quacumque forma uerborum concedi poterit aut donari. Et ego & heredes mei dictis principali & scolaribus & eorum successoribus ibidem intrantibus & commorantibus in forma predicta totam dictam placeam cum edificiis & omnibus suis pertinenciis contra omnes gentes warantizabimus, acquietabimus & defendemus in perpetuum. Et ut hec mea donacio, concessio, confirmacio, warentizacio, acquietacio & defensio robur perpetue firmitatis optineat, hanc cartam dictis principali & scolaribus tradidi meo sigillo signatam. Hiis testibus, domino Oliuero dei gracia tunc episcopo Lincolniensi, magistro Rogero de Rodewelle tunc Cancellario Uniuersitatis Oxonie, fratre Roberto de Ewelme tunc priore sancte Frediswide, Willelmo le Espicer, Nicholao de Kingestone, Philippo de Ew, Iohanne fratre eius & aliis.[1]

II.

[An inspeximus of a charter of Dervorguilla by John de Balliol her son.]

D. 5. 16 Omnibus Cristi fidelibus presens scriptum uisuris uel audituris Iohannes de Balliolo salutem in domino sempiternam. Noueritis me uidisse & inspecsisse scriptum karissime domine matris mee domine Deruorguille de Galewythya, domine de Balliolo, de feofacione & perpetuacione domus scolarium de Balliolo Oxonie suo sigillo signatum in hec uerba:—In nomine sancte Trinitatis & indiuidue Unitatis patris & filii & spiritus sancti, Amen, gloriosissime uirginis Marie, uirginis ac martiris Katerine beatissime, totiusque curie celestis &
[1285] ecclesie militantis. Ego Deruorguilla de Galwythia domina de Balliolo in mea propria uiduitate & legia potestate constituta, cupiens & uolens quamdam elemosinam Oxonie perpetuare ubi uiget studium generale, quam bone memorie dominus Iohannes de Balliolo sponsus meus karissimus cuius anime propicietur Altissimus pietatis intuitu quondam suscitauit ibidem, pro anima uidelicet dicti sponsi mei predilecti & pro animabus patris mei, matris mee, & omnium predecessorum meorum, set et pro salute propria, prolis mee, & omnium successorum meorum do, concedo & inperpetuum pro me & heredibus meis confirmo magistro Waltero de Fodringeye principali & sociis suis scolaribus dictis de Balliolo in Uniuersitate Oxonie studentibus & eorum successoribus per legitimam eleccionem societatem illam intrantibus & in ea commorantibus, secundum quedam statuta ad hoc specialiter

[1] With the seal of Dervorgilla, filia Alani, &c.; see no. 564.

ordinata & meo sigillo roborata, totam placeam cum edificiis & omnibus suis pertinenciis quam emi de Thoma de Ew filio & herede Iohannis de Ew burgensis Oxonie in Horsmongerestrete in parochia beate Marie Magdalene in suburbio Oxonie, quam quidem placeam cum edificiis predictis principali & scolaribus & eorum successoribus pro loco habitacionis inperpetuum concedo & assigno; quem etiam locum domum scolarium de Balliolo scenseo nuncupari; in qua dictos principalem & scolares & eorum successores in forma predicta ad dictam societatem electos perpetuo moraturos esse descerno. Cui siquidem domui & scolaribus in eadem, concedente domino, in perpetuum moraturis totam terram de Stanwortham & de la Howh' in comitatu Norhumbr' cum omnibus suis pertinenciis concessi, assignaui & in subsidium perpetue sustentacionis predictorum principalis & scolarium & eorum successorum pro me & heredibus meis confirmaui. Quam quidem terram executores testamenti domini Iohannis de Balliolo dilecti sponsi mei supradicti emerunt dudum de domino Roberto Walrauen pro quadam summa pecunie in dicto testamento ad hoc specialiter ordinata. Omnia uero supradicta dictis principali & scolaribus & eorum successoribus dedi, concessi & assignaui & libera uoluntate mea pro me & heredibus meis confirmaui in liberam, puram & perpetuam elemosinam. Et ego & heredes mei omnia predicta dictis principali & scolaribus & eorum successoribus contra omnes mortales warantizabimus, acquietabimus & futuris temporibus defendemus in omnibus & per omnia secundum tenorem cartarum quas eis inde confeci meo sigillo roboratarum. Et ut hec mea donacio, assignacio, confirmacio, warantia, acquietacio & defensio pro me & heredibus meis dictis principali & scolaribus & eorum successoribus robur perpetue firmitatis & stabilitatis optineant, presenti scripto sigillum meum est appensum. Hiis testibus, dominis Antonio dei gracia episcopo Donelmensi & Oliuero eadem gracia episcopo Lyncolniensi, dominis Hugone de Euer, Iohanne de Swyneburne, Roberto de Meneuile, Waltero de Camhowe militibus, magistro Rogero de Rowelle tunc Cancellario Uniuersitatis Oxonie, magistro Symone de Gandauuo tunc eiusdem uille archidiacono, domino Roberto Auenel tunc rectore ecclesie de Stanwortham, Iohanne de Erintona, Ricardo Beneyth, Willelmo de Daltona & aliis. Ego uero Iohannes de Balliolo filius & heres domini Iohannis de Balliolo, omnibus predictis inspectis & bene & distincte intellectis, ipsa omnia & singula prescripta in omnibus & per omnia secundum quod liberius, quietius uel melius predictum est pro me & heredibus meis concedo,

ratifico & inperpetuum confirmo. Et ut hec mea concessio, ratificacio & confirmacio pro me & heredibus meis in omnibus & singulis prescriptis perpetuum robur firmitatis optineant, hoc scriptum sigillo meo roboratum predictis scolaribus fieri feci, hiis testibus, dominis Gilberto de Unfrauile comite de Anegus, Roberto filio Rogeri, Rogero de Lonecastre, Hugone de Euer', Roberto de Insula, Waltero de Camhowe, Iohanne de Swyneburne, Hugone Gubyun, Roberto Bertram de Bothale, Rogero Maudut, Radulfo de Essingdene militibus & aliis.[1]

12.

D. 5. 17

[A duplicate of no. 11 in everything except that it is issued by John son of John de Balliol; seal lacking.]

13.

[An inquisition Ad Quod Dampnum about the grant of Dervorguilla to the Scholars of Balliol.]

Inq. ad q. d. File 9 no. 22 (Record Office) Dec. 29, 1284

Edwardus [&c.] uicecomiti Oxon salutem. Precipimus tibi quod per sacramentum proborum & legalium hominum de comitatu tuo, per quod rei ueritas melius sciri poterit, diligenter inquiras utrum esset ad dampnum nostrum vel alicuius alterius, si concederemus quod dilecta nobis in Christo Deruergulla que fuit uxor Iohannis de Balliolo feoffare posset magistrum Walterum de Fodringeye & socios suos scolares domus de Balliolo Oxon' studentes de uno mesuagio cum pertinenciis in suburbio Oxonie, habendo & tenendo sibi & successoribus suis, scolaribus eiusdem loci, in liberam & puram elemosinam imperpetuum. Et si hoc esset ad dampnum nostrum aut alicuius alterius, ad quod dampnum & cuius alterius, et qualiter et quomodo, & quantum messuagium illud ualeat per annum in omnibus exitibus et de quo teneatur et per quod seruicium. Et inquisitionem illam inde distincte & aperte factam nobis sub sigillo tuo & sigillis eorum per quos facta fuerit sine dilatione mittas & hoc breue. Teste me ipso apud Bristoll xxix die Decembris anno regni nostri xiii.

Inquisicio facta per sacramentum xii iuratorum de Hundredo extra portam borialem Oxon per preceptum domini regis scilicet Roberti de Heyfford, Willelmi de Brempton, Hugonis le Mersse, Rogeri de Caldecote, Athelardi le Mercer, Walteri Bost, Willelmi Bost, Roberti

[1] Seal circular, $1\frac{1}{8}$ in., a shield, with the arms of Balliol (see no. 564), S' IEHAN DE BAILLOVELL.

de Brackele, Iohannis le Sclatter, Rogeri de Wigornia, Ade le Wilde & Iohannis de Dodefford, qui dicunt per sacramentum suum quod domina Deruergulla que fuit uxor Iohannis de Baliolo bene potest feoffare magistrum Walterum de Foderingeye & socios suos scolares domus de Baliolo Oxonie studentes de uno messuagio cum pertinenciis suis in suburbio Oxonie. Dicunt etiam quod illud tenementum est de tribus feodis que apropriantur in unum per empcionem Iohannis de .O., de quibus unum feodum fuit Willelmi Burgeis[1] et debet unum denarium annui redditus ad festum sancti Martini et unum denarium de hidagio ad Hockedai & seruicium unius diei in Augusto ad metendum apud Hedindon & ualet seruicium unum denarium; et aliud feodum fuit Iohannis le Wepere et debet IIII denarios annui redditus ad festum sancti Martini et duos denarios de hidagio ad Hockedai et debet sectam Hundredi de tribus septimanis in tres septimanas, et potest secta illa redimi per annum per XII denarios, item debet seruicium unius diei ad fenum leuandum in Norham & ualet seruicium unum denarium, et seruicium unius diei per unum hominem ad metendum in Augusto apud Hedindon et ualet seruicium unum denarium; item debet quatuor denarios summo altari in ecclesia beate Marie Magdalene. Et tercium feodum fuit Nicholai de Kingestone, de quo feoffavit Iohannem de Ow cum Iohanna filia sua in liberum maritagium & nullum debet seruicium. Et totum tenementum tenetur in capite de domino rege. Et sciendum est quod secta Hundredi predicta debetur ad tria tantum, uidelicet quando breue domini regis uenit placitari in Hundredo, et quando latro debet iudiciari in Hundredo, et quando summoniti sunt ad forciamentum curie de iudicio. In hiis tribus modis debent sectam tantum; et si nec uenerint nec essoniati fuerint, non debent propter hoc grauiter amerciari. Et in omnium predictorum testimonium predicti iurati huic scripto sigilla sua opposuerunt. Dat' apud Oxoniam in crastino Epiphanie, anno regni regis E. terciodecimo.

14.

[Licence in mortmain by Edward I.]

Edwardus dei gracia rex Anglie, dominus Hibernie & dux Aquitannie, omnibus balliuis & fidelibus suis ad quos presentes littere peruenerint salutem. Licet de communi consilio regni nostri prouiderimus quod non licet uiris religiosis seu aliis ingredi feodum alicuius ita quod ad mortuam manum deueniat sine licencia nostra & capitalis domini B. I. 102 Oct. 12, 1285

[1] Identical with William de Eu.

de quo res illa tenetur immediate; uolentes tamen dilecte nobis Deruergulle que fuit uxor Iohannis de Balliolo graciam facere specialem dedimus ei licenciam quantum in nobis est quod unum mesuagium cum pertinenciis in suburbio Oxonie dare possit & assignare dilectis nobis magistro[1] & scolaribus domus de Balliolo Oxonie studentibus, habendum & tenendum sibi & successoribus suis in perpetuum; et eisdem magistro & scolaribus quod predictum mesuagium a prefata Deruergulla recipere possint similiter licentiam concedimus specialem, nolentes quod predicta Deruergulla uel heredes sui seu prefati magistri & scolares aut successores sui per nos uel heredes nostros occasione statuti predicti inde occasionentur in aliquo seu grauentur, saluis tamen capitalibus dominis feodi illius seruiciis inde debitis & consuetis. In cuius rei testimonium has litteras nostras fieri fecimus patentes. Teste me ipso apud Wintoniam duodecimo die Octobris, anno regni nostri terciodecimo.[2] Irestede.

2. Four Tenements to the east of Dervorguilla's Gift. 15–17.

On the east of the original site of Balliol there were four tenements, covering the ground as far as Durham College, now Trinity College, two of John de Eynsham lying between two of John Feteplace. The two latter were conveyed to Balliol in 1310; how and when the two former passed into the possession of the College is unknown.

15.

[John Feteplace grants two plots of ground in Horsemonger Street to Thomas de Heworthe and Thomas de Pontefract.]

D. 5. 1 Apr. 14, 1303

Sciant presentes & futuri quod ego Iohannes filius & heres Walteri Feteplace de Oxonia dedi, concessi & hac presenti carta mea confirmaui magistris Thome de Heworthe & Thome de Pontefracto clericis duas placeas terre cum omnibus suis pertinenciis in Horsmongerestrete in parochia beate Marie Magdalene in suburbio extra portam borealem Oxonie quarum una placea iacet inter terram scolarium domus de Balliolo in suburbio Oxonie ex parte una & terram quondam Iohannis le Sclatter de Eynesham ex parte altera, alia uero placea iacet inter terram quondam dicti Iohannis le Sclatter de Eynesham ex parte una & terram quondam Iohannis Sewy ex parte altera;

[1] In other charters (e. g. no. 10) he is styled *principalis*.
[2] With the great seal attached by silk threads of green and pink: D. 5. 14 is a duplicate of this charter.

tenendas & habendas de capitalibus dominis feodi predictas duas placeas terre cum omnibus suis pertinentiis predictis magistris Thome de Heworthe & Thome de Pontefracto & heredibus & assignatis suis quibuscumque libere, quiete, integre, bene & in pace, iure hereditario in perpetuum, reddendo inde annuatim capitalibus dominis feodi illius seruicia debita & consueta. Et ego predictus Iohannes & heredes mei predictas duas placeas terre cum omnibus suis pertinenciis predictis magistris Thome de Heworthe & Thome de Pontefracto & heredibus & assignatis suis quibuscumque contra omnes gentes warantizabimus & defendemus in perpetuum. Pro hac autem donacione, concessione ac presentis carte confirmacione dederunt michi predicti magistri Thomas de Heworthe & Thomas de Pontefracto pre manibus decem marcas sterlingorum; et ut [&c. sealing], hiis testibus, Thoma de Sowy tunc maiore Oxonie, Iohanne de Dokelingtone & Iohanne de Beuerle tunc balliuis uille eiusdem, Iohanne de Ew, Philippo de Ew, Iohanne de Coleshulle, Iohanne de Dodeforde, Petro de Haneberge, Roberto de Welles, Thoma Bost, Ricardo Ouerhe & aliis. Dat' Oxonie die sanctorum Tiburtii & Valeriani anno regni regis Edwardi filii regis Henrici tricesimo primo.

Endorsed. Feofamentum Iohannis Fedeplace de duabus placeis iuxta portam nostram (in a hand c. 1320).

16.

[Gilbert de Pontefract and Thomas de Humbletone grant the two plots to Balliol.]

Sciant presentes & futuri quos nos Gilbertus de Pontefracto et Thomas de Humbletone dedimus et concessimus et hac presenti carta nostra confirmauimus magistro domus scolarium de Balliolo et scolaribus eiusdem duas placeas terre quas habuimus ex concessione, donacione, tradicione Iohannis le Feteplace burgensis Oxonie pro quadam summa pecunie sibi soluta pre manibus, que quidem placee iacent in suburbio Oxonie in uico qui uocatur Horsmongerstrete inter terram Iohannis le Sclatter ex parte occidentali & terram monachorum Dunelm' ex parte orientali et continent in se centum & quater uiginti pedes in longitudine & quinquaginta pedes in latitudine,[1] ad elargacionem mansi predictorum magistri & scolarium iuxta **D. 5. 2** **July 8, 1310**

[1] Inq. ad quod damnum (no. 77. 22 Record Office), says that the pieces of land were 30 feet and 20 feet wide respectively, and 180 feet long; while no. 15 shows that they were not adjacent pieces, as this deed would imply.

formam, uim & effectum carte domini regis nobis et eis in hac parte licenciam specialem tribuentis, statuto de terris et tenementis ad manum mortuam non ponendis edito non obstante; habendas & tenendas dictas placeas terre cum pertinenciis predictis magistro & scolaribus et eorum successoribus magistro et scolaribus eiusdem domus de nobis & heredibus nostris in perpetuum, reddendo inde annuatim capitalibus dominis feodi illius seruicia inde debita & consueta. Et nos Gilbertus & Thomas predictas placeas cum pertinenciis prefatis magistro et scolaribus & eorum successoribus magistro & scolaribus eiusdem domus quietum clamauimus in perpetuum. In cuius [&c. sealing], hiis testibus, Iohanne de Duklyntone tunc maiore Oxonie, Ricardo de Berkele et Willelmo le Catour tunc balliuis eiusdem, Andrea de Pirye, Ricardo le Spicer, Thoma de Sowy, Henrico de Lenne, Ricardo de Waledene, Thoma de Pirye tunc clerico uille et multis aliis. Scriptum & consignatum Oxonie sexto Idus Iulii anno regni regis Edwardi filii regis Edwardi quarto.

Endorsed. Carta de duabus placeis extra portam nostram (hand c. 1320).

17.

[John de Eynesham grants to Henry de Berewyke a rent of two shillings on houses in Horsemonger Street.]

D. 5. 3
Dec. 2, 1289

Sciant presentes & futuri quod ego Iohannes de Eynesham dedi, concessi & hoc presenti carta mea confirmaui magistro Henrico de Berewyke duos solidos annui & quieti redditus percipiendos de domibus nostris in Horsmongerestrete in parochia beate Marie Magdalene in suburbio Oxonie, que etiam domus site sunt inter tenementa que quondam fuerunt Walteri Feteplace ex utraque parte; habendos tenendos & percipiendos de predictis domibus prenominato magistro Henrico & heredibus suis uel suis assignatis ad duos anni terminos uidelicet ad festum Omnium Sanctorum duodecim denarios & ad festum Purificacionis beate Marie uirginis duodecim denarios libere, quiete, bene, in pace & iure hereditario inperpetuum. Et ego prenominatus Iohannes [&c. warranty]. Pro hac autem donacione [&c.] dedit michi predictus magister Henricus sexdecim solidos sterlingorum pre manibus in gersummam. In cuius [&c. sealing]. Dat' Oxonie die Ueneris proxima post festum beati Andree apostoli anno regni regis Edwardi octauodecimo. Hiis testibus, Nicholao Aurifabro tunc maiore

Oxonie, Thoma de Sowy & Ricardo le Spicer tunc balliuis eiusdem uille, Henrico Ewayn, Iohanne Culuert, Philippo de Ew, Iohanne de Ew, Waltero Bost, Roberto de Brackele, Iohanne de Radford & aliis.[1]

3. Land lying to the North of the Earliest Tenements of the College. 18, 19.

The land acquired from John le Sauser in 1291 was the eastern portion of a tenement which stretched from St. Giles's Street to Durham College. There can be little doubt that it may be identified with the land which before the Hundred Rolls of 1279 was held by Henry le Sauser, paying a quitrent to Oseney. From Oseney deeds we know that in 1291 the tenement of Oseney was bounded on its north side by a holding of Walter Bost, which is also the case in deed no. 18. The western half of the tenement of John le Sauser was acquired by Balliol in 1373; see tenement no. 13 below.

18.

[John le Sauser grants to Walter de Foderingeye a part of his land.]

Sciant presentes & futuri quod ego Iohannes le Sawser, filius & **D. 5. 18**
heres Galfridi le Sawser burgensis Oxonie, dedi, concessi et hac **Mich.**
presenti carta mea confirmaui magistris Waltero de Foderingeye et **1291–Mich.**
Willelmo de Bonkis clericis quandam partem aree mee quam habui in **1292**
parochia beate Marie Magdalene in suburbio Oxonie ex parte orientali dicte ecclesie, iacentem inter terram scolarium de Balliolo ex parte una et terram Walteri Bost ex altera; et extendit se dicta pars aree in longitudine usque terram monachorum Dunelm' versus orientem secundum latitudinem terre scolarium de Balliolo predictorum; tenendam & habendam dictam partem aree cum omnibus suis pertinenciis de me & heredibus meis & assignatis predictis magistris Waltero de Foderingeye et Willelmo de Bonkes vel eorum alteri qui diucius vixerit et eorum heredibus vel assignatis quibuscumque uel cuicumque, quandocumque & qualitercumque dicti magistri Walterus et Willelmus uel eorum alter voluerint uel voluerit dare, uendere, legare vel assignare in puram et perpetuam elemosinam uel aliter prout eis vel eorum alteri melius placuerit, tam in egritudine quam in sanitate libere,

[1] Seal, pointed oval, $\frac{7}{8}$ in. × $\frac{1}{2}$ in., a bird, S' IOH'IS DE EYNESHA'. It is curious that there is no deed by which these houses or even this rent were granted to Balliol, nor any licence for their acquisition.

quiete, integre, bene & in pace hereditarie in perpetuum; reddendo inde annuatim michi et heredibus meis vel assignatis unum clauum gariophili ad Natale domini et domino feodi unnam (*sic*) radicem zinziberi ad festum antedictum pro omnibus seruiciis, consuetudinibus, sectis curiarum, secularibus exaccionibus et demandis. Et ego [&c. warranty]. Pro hac autem donacione [&c.] dederunt michi dicti magistri Walterus & Willelmus octo marcas sterlingorum pre manibus. In cuius [&c. sealing], hiis testibus, Henrico Oweyn tunc maiore Oxonie, Willelmo de Wodestone, Andrea Kiluert tunc balliuo dicte uille, Philippo de Ew, Iohanne de Ew, Thoma de Sowy, Radulfo le Plummer, Iohanne de Coleshille, Waltero Bost, Roberto de Welles, Roberto de Brakele, Henrico filio Milonis et aliis.[1]

19.

[Walter Bost grants to Walter de Foderingeye and William Bonkes a strip of land to the north of the holding acquired from John le Sauser.]

B. I. 91 [c. 1300] Pateat uniuersis per presentes quod ego Walterus dictus Bost[2] Oxonie pro me & heredibus meis dedi, concessi & hac presenti carta mea confirmaui magistris Waltero de Foderingeye & Willelmo Bonkes uel eorum alteri qui diucius uixerit & eorum heredibus & assignatis quibuscumque terram in qua murus erigitur, latitudinem eiusdem muri continentem, iacentem ex parte boriali illius aree quam dicti magistri W. & W. habent de dono Iohannis le Sauser secundum longitudinem illius aree extendentem usque tenementum monachorum Dunulm' [*sic*]; tenendam & habendam dictam terram de me & heredibus meis uel assignatis libere, quiete, in feodo & hereditate bene & in pace, quibuscumque dare, uendere, legare, uel quolibet modo uoluerit assignare in perpetuum, reddendo inde annuatim scolaribus de Balliolo unum clauum gariophili ad Natale domini pro omni seculari seruicio, consuetudine, sectis curie, exaccione & demanda. Pro hac autem donacione & presentis carte confirmacione dederunt michi dicti

[1] On Feb. 6, 1310 (Inq. ad quod dam., File 77, no. 22), the king sent a writ to his eschaetor to hold at Oxford an inquisition whether a plot of land measuring 100 feet by 80 might be given to the house of Balliol without damage to the king. The jury on Feb. 25 gave an affirmative verdict, and said that the plot was held of John le Sauser and measured 100 feet by 70.

[2] Compare no. 18, which shows that Walter Bost was to the north of the original site of Balliol.

magistri W. & W. dimidiam marcam sterlingorum pre manibus. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne de Ew, Iohanne Kiluert, Roberto de Brakele, Roberto de Wellis, Thoma Bost & multis aliis.

4. St. Margaret Hall. 20–31.

This tenement, situated between the tenements of Dervorguilla on the east and the property of the University called Old Balliol Hall on the west, was given to the College in 1342; for some reason which is not apparent the gift was made again in 1344. It has sometimes been thought that the original chapel of the College, which was built about 1328 (see no. 581), was on the site of the Master's dining room; but this can hardly be the case, as St. Margaret Hall, which occupied most of this site, was not acquired until 1342.

20.

[Geoffrey le Sauser grants a messuage to Marioria his daughter.]

Sciant presentes & futuri quod ego Galfridus le Sauser dedi & **B. i. 1**
concessi & hac presenti carta mea cirograffata confirmaui Mariorie **Prob. Mich.**
filie mee totum illud mesuagium cum omnibus pertinenciis suis quod **1278–**
situm est inter terram Iohannis de .O. ex una parte & terram Uni- **Mich.**
uersitatis Oxonie ex altera parte in parochia beate Marie Magdalene **1279**
in suburbio Oxonie; habendum & tenendum de me & heredibus meis uel meis assignatis dicte Mariorie & heredibus suis uel suis assignatis libere & quiete, integre, bene & in pace, reddendo inde annuatim michi & heredibus meis uel meis assignatis unum denarium ad Natale Domini pro omni seruicio, consuetudine & demanda, saluo redditu dominis capitalibus debito & consueto. Ego uero dictus Galfridus & heredes mei uel mei assignati dictum mesuagium cum omnibus pertinenciis suis dicte Mariorie & heredibus suis uel suis assignatis contra omnes homines mares & feminas warantizabimus & defendemus in perpetuum, saluo tamen quod ego dicta Marioria uolo & concedo quod dictus Galfridus pater meus habeat dictum mesuagium cum pertinenciis suis in custodiam suam quamdiu uixerit, ita scilicet quod post decessum suum dictum mesuagium cum pertinenciis suis michi uel heredibus meis sine aliqua contradictione uel impedimento alicui [*sic*] reuertetur. In cuius [&c. alternate sealing], hiis testibus, Nicholao de Kyngestone tunc maiore Oxonie, Andrea de Durham, Philippo de .O. tunc balliuis,

Galfrido Aurifabro, Galfrido de Hencsee, Roberto de Heyford, Willelmo Marescall, Ricardo le Quilter, Iohanne de Eynesham sclatur, Henrico filio Milonis & multis aliis.

B. I. 2 [The other half of B. I. I.]

21.

[Geoffrey son of Geoffrey le Sauser quitclaims the same messuage to his sister.]

B. I. 3
c. 1279

Sciant presentes & futuri quod ego Galfridus filius Galfridi le Sauser dimisi, concessi & omnino quietum clamaui pro me & heredibus meis uel meis assignatis Mariorie sorori mee totum ius & clamium quod habui uel habere potui in illo mesuagio cum omnibus pertinenciis suis quod situm est inter terram Uniuersitatis ex una parte & terram Iohannis de Eu ex altera in parochia beate Marie Magdalene in suburbio Oxonie, ita quod ego dictus Galfridus nec aliquis heredum meorum nec aliquis per me uel pro me in dicto mesuagio cum pertinenciis suis aliquid iuris uel clamii de cetero exigere poterimus. In cuius [&c. sealing], hiis testibus, Henrico filio Milonis tunc balliuo hundredi extra portam borialem Oxonie, Waltero Bost, Roberto de Heyford, Willelmo de Kersingtone, Iohanne de Bramtone, Willelmo de Bramptone, Paulino de Criditone & aliis.

22.

[The sons of Geoffrey Fykays quitclaim the same messuage, now known as St. Margaret Hall, to William de Knaresborough and Agnes his wife.]

B. I. 5
Jan. 4,
1329

Pateat uniuersis hoc scriptum uisuris vel audituris quod nos Ricardus, Iohannes & Thomas dicti Fykays filii quondam Galfridi Fykays concessimus, remisimus, relaxauimus & pro nobis & heredibus nostris imperpetuum quietum clamauimus Willelmo de Knarisborw & Agneti uxori eius, heredibus suis ac suis assignatis, totum ius & clamium quod habuimus, habemus seu in futurum aliquo iure nostro habere poterimus in quodam mesuagio cum curtilagio & suis pertinenciis situato in suburbio Oxonie in parochia sancte Marie Magdalene eiusdem inter tenementum quod uocatur Nouum Bailolfhalle ex parte una & tenementum quod uocatur uetus Bailolfhalle ex parte altera, quod quidem mesuagium uulgariter uocatur Seinte Mergretehalle; ita uidelicet quod

nec nos [&c.]; hiis testibus, Ricardo Cary tunc maiore Oxonie, Iohanne de Falleye & Waltero de Faryndone tunc balliuis eiusdem uille, Thoma de Saunford tunc balliuo illius hundredi, Henrico de Bramptone, Nicholao de Haylesdone, Iohanne le Sauser, Roberto Ouerhee, Thoma de Pokelyntone & aliis. Dat' Oxonie, die Mercurii proxima post festum Circumcisionis domini, anno regni regis Edwardi tercii post conquestum secundo.

23.

[Margery, widow of Geoffrey Fykays, grants the messuage to the same William and Agnes.]

Sciant presentes & futuri quod ego Margeria uxor quondam Galfridi dicti Fykays in pura uiduitate mea & legia potestate dedi, concessi & hac presenti carta mea confirmaui Willelmo de Cnaresborw & Agneti uxori sue quoddam mesuagium quod uocatur Seinte Mergretehalle cum curtilagio & suis pertinenciis, quod quidem mesuagium situatum est in suburbio Oxonie in parochia sancte Marie Magdalene eiusdem inter tenementum quod uocatur Baylolhalle nouum ex parte una & tenementum quod uocatur uetus Baylolhalle ex parte altera; habendum [&c.] predictis W. & A., heredibus suis ac suis assignatis libere, integre, bene & in pace in perpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Ricardo Cary tunc maiore Oxonie, Iohanne de Falleye, Waltero de Faryndone tunc balliuis eiusdem uille, Thoma de Saumford tunc balliuo illius hundredi, Henrico de Bramptone, Nicholao de Haylesdone, Iohanne le Sauser, Roberto Ouerhee, Adam Iarum & aliis. Dat' Oxonie decima die Ianuarii anno regni regis Edwardi tercii post conquestum secundo.

B. i. 4
Jan. 10, 1329

24.

[William and Agnes grant the messuage to four clerks.]

Sciant presentes & futuri quod nos Willelmus de Cnaresburg de Oxonia & Agnes uxor mea dedimus, concessimus & hac presenti carta nostra confirmauimus Willelmo Kyrueshale, Iohanni de Notyngham, Iohanni de Suttone & Iohanni de Crauncewyk clericis quoddam mesuagium cum pertinenciis in suburbio & hundredo extra portam borealem Oxonie in parochia beate Marie Magdalene situatum inter

B. i. 6
May 20, 1337

tenementum Uniuersitatis Oxonie quod uocatur uetus Balliolfhalle ex parte occidentali & tenementum magistri & scolarium aule de Balliolo quod uocatur Nouum Balliolfhalle ex parte orientali; habendum & tenendum dictis W., I., I., & I., heredibus ac assignatis suis de capitalibus dominis feodi illius in perpetuum per seruicia inde debita & de iure consueta. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Ricardo de Iarpunuille, Iohanne le Saucer, Roberto de Ouerhee, Willelmo de Bramptone, Stephano de Merytone, Iohanne de Sutertone, Andrea de Haylesdone, Iohanne de Londone clerico & aliis. Dat' in suburbio & hundredo predictis uicesimo die Mensis Maii anno regni regis Edwardi tercii post conquestum undecimo.

25.

[Agreement between the four clerks and William and Agnes.]

B. 1. 92
June 22,
1337

Omnibus Cristi fidelibus hoc presens scriptum indentatum uisuris uel audituris Willelmus de Kyruesale, Iohannes de Notyngham, Iohannes de Suttone, & Iohannes de Crauncewyt' clerici salutem in domino. Cum Willelmus de Knaresburghe senior nobis teneatur & obligetur sextodecimo die Iunii anno regni regis nunc undecimo in uiginti libris sterlingorum per quoddam scriptum suum obligatorium & recognicionem iuxta formam statuti mercator' coram Simone de Gloucestre maiore Oxonie & Roberto de Grauelee clerico domini regis ad recogniciones debitorum iuxta formam statuti predicti accipiendas per ipsum dominum regem deputato, soluendis ad festum Omnium Sanctorum proximo nunc futurum prout in eodem scripto & recognicione plenius continetur; noueritis quod nos W., I., I., & I. clerici predicti concedimus pro nobis & unusquisque nostrum pro se, heredibus ac executoribus suis concedit quod si contingat predictum Willelmum de Knaresburghe & Agnetam uxorem eius rite & legitime sumptibus nostris leuare unum finem de uno mesuagio cum pert. vocato la Margarete Halle in suburbio Oxonie extra portam borialem, habend' & tenend' nobis & heredibus unius nostrum quem nos tres, duo vel unus nostrum elegerit, citra festum Omnium Sanctorum proximo futurum post datam confeccionis presencium; ac eciam si contingat nos aut aliquem nostrum heredes aut assignatos nostros de predicto mesuagio cum pert. impediri aut implacitari, ita uero quod predictus Willelmus de Knaresburghe aut heredes sui postquam de

impedimento illo aut placito rite & legitime per nos aut aliquem nostrum, heredum, aut assignatorum nostrorum fuerint premuniti, & nos & quemlibet nostrum, heredes & assignatos nostros de prefato mesuagio cum pertinenciis de impedimento illo aut placito ac eciam de quibusdam debitis contra quoscumque creditores & potentes dictum mesuagium aut dictum Willelmum concernentibus de temporibus elapsis, ac eciam de quibusdam arreragiis conseruauerit, conseruauerint, saluauerit & saluauerint futuris temporibus, preterquam contra capitales dominos de redditu futuro ipsos de dicto mesuagio concernente, defenderit vel defenderint & inmunes & indempnes ac inmunem & indempnem [1] [*sic*], quod interim de predicte pecunie solucione supersedeatur & dicti obligatorii nulla fiat executio, et si premissa omnia & singula per ipsos fideliter obseruentur quod extunc statim dictum scriptum obligatorium & recognicio iuxta formam statuti mercator' de predictis viginti libris sterlingorum per eundem Willelmum de Knaresburghe nobis facte omni suo robore careant & vigore & penitus pro nullis habeantur [&c.; if the terms are not observed, it is to remain in force: sealing] hiis testibus, Simone de Gloucestre tunc maiore Oxonie, Iohanno de Nortone & Ada de Tershawe tunc balliuis eiusdem ville, Iohanne filio Willelmi Bost, Ricardo de Iarpunville, Iohanne de Sutertone, Stephano de Meritone, Roberto Oueree, Willelmo de Bramptone, Waltero Bost & aliis. Dat' apud suburbium Oxonie in hundredo extra portam borialem die dominica proxima post festum de Corpore Cristi anno regni regis Edwardi tercii post conquestum undecimo.

26.

[A final concord in the Hustengs Court confirming the previous grant.]

Hec est finalis concordia [2] facta in hustengo Oxonie die Lune proxima ante festum Annunciacionis beate Marie virginis anno regni regis Edwardi tercii post conquestum duodecimo coram Henrico de Stodeleghe tunc maiore Oxonie, Ricardo de Selewode & Iohanne Peggy tunc balliuis, Willelmo de Burcestre, Ricardo Cary, Andrea de Wormenhale & Stephano de Adyntone tunc aldermannis eiusdem uille & aliis domini regis fidelibus tunc ibidem presentibus inter Willelmum de Kyrueshale, Iohannem de Notyngham, Iohannem de

B. I. 7
Mar. 23, 1338

[1] The sentence would be less awkward if 'defenderit vel defenderint' followed 'indempnem'.

[2] This is the right-hand portion of the head of the fine.

Suttone & Iohannem de Crauntewyk querentes, & Willelmum de Knaresburghe & Agnetem uxorem eius deforciantes de uno mesuagio cum pertinenciis in suburbio Oxonie uocato la Margaretehalle, et situatur in parochia beate Marie Magdalene inter tenementum uocatum la Neuebaillolhalle ex parte una & tenementum uocatum la Eldebaillolhalle ex parte altera; unde placitum terre summonitum fuit inter eos per breue domini regis de recto patens in eodem hustengo, scilicet quod predicti Willelmus de Knaresburghe & Agnes recognouerunt predictum mesuagium cum pertinenciis esse ius ipsius Willelmi de Kyrueshale, et illud reddiderunt in eodem hustengo; habendum & tenendum eisdem Willelmo de Kyrueshale, Iohanni de Notyngham, Iohanni de Suttone, & Iohanni de Crancewyk' & heredibus ipsius Willelmi de Kyrueshale de capitalibus dominis feodi illius per seruicia que ad predictum mesuagium pertinent imperpetuum. Preterea iidem Willelmus de Knaresburghe & Agnes uxor eius concesserunt pro se & heredibus ipsius Agnetis quod ipsi warantizabunt prefatis Willelmo de Kyrueshale, Iohanni de Notyngham, Iohanni de Suttone & Iohanni de Crancewyke & heredibus ipsius Willelmi de Kyrueshale predictum mesuagium cum pertinenciis contra omnes homines imperpetuum.

27.

[The four clerks grant the messuage to Brokelesby and Cave.]

B. i. 8 July 3, 1338

Sciant presentes & futuri quod nos Willelmus de Kyrueshale, Iohannes de Notygham, Iohannes de Suttone & Iohannes de Craunce-wyke clerici dedimus, concessimus & hac presenti carta nostra confirmauimus Willelmo de Brokelesby & Thome de Caue clericis quoddam mesuagium & ortum ei adiacentem cum suis pertinenciis in suburbio & hondredo [*sic*] extra portam borialem Oxonie in parochia beate Marie Magdalene quod uocatur la Margaretehalle situatum inter tenementum Uniuersitatis Oxon' quod uocatur uetus Balliolfhalle ex parte occidentali & tenementum magistri & scolarium aule de Balliolo quod uocatur nouum Balliolfhalle ex parte orientali; habendum [&c.] prefatis W. & T., heredibus & assignatis suis de capitalibus dominis [&c.]. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Ricardo de Iarpunuille, Iohanne le Saucer, Willelmo de Bramptone, Iohanne de Sutertone, Andrea de Haylesdone, Thoma de Pokelyngtone, Roberto Brus & aliis. Dat' in suburbio & hondredo predictis tercio die mensis Iulii anno regni regis Edwardi tercii post conquestum duodecimo.

28.

[Brokelesby and Cave grant it to Balliol.]

Omnibus hanc cartam uisuris uel audituris Willelmus de Brokelesby **B. I. 9**
& Thomas de Caue clerici salutem in domino. Nouerit uniuersitas **Sept. 29, 1342**
uestra nos dedisse, concessisse & hac presenti carta nostra confirmasse dilectis nobis in Cristo magistro & scolaribus aule de Balliolo in Oxonia quoddam mesuagium uocatum la Margaretehalle et ortum eidem mesuagio adiacentem cum pertinenciis in suburbio & hundredo extra portam borealem Oxonie situatum inter [&c. as in no. 26]; habendum [&c.] eisdem magistro & scolaribus & eorum successoribus in perpetuum de capitalibus dominis [&c.]. Et nos [&c. warranty]. In cuius [&c. sealing]; hiis testibus, dominis Roberto Parnynk' tunc Cancellario Anglie, Willelmo de Schareshulle, Willelmo de Feltone militibus, Iohanne de Thoresby, Thoma de Cotyngham, Iohanne de Wodehouse clericis et aliis. Dat' Londoniis die sancti Michaelis archangeli anno regni regis Edwardi tercii post conquestum sextodecimo.

29.

[Broclesby and Cave appoint attorneys to give seisin.]

Pateat uniuersis per presentes quod nos Willelmus de Broclesby & **B. I. 10**
Thomas de Caue clerici ordinauimus & loco nostro constituimus **Nov. 30, 1342**
dilectos nobis in Cristo Galfridum de Leycestria & Willelmum de Moyles clericos sub alternacione ad dandum magistro & scolaribus domus de Balliolo Oxonie nomine nostro plenam seisinam & corporalem possessionem de uno mesuagio uocato la Margaretehalle & uno horto eidem mesuagio adiacente cum suis pertinenciis in parochia sancte Marie Magdalene in Oxonia [&c.]. Dat' Londoniis die sancti Andree apostoli anno regni regis Edwardi tercii post conquestum sexti decimo.

30.

[Broclesby grants the messuage to four masters.]

Sciant presentes & futuri quod ego Willelmus de Broclesby clericus **B. I. 11**
concessi, dedi, & hac presenti carta mea confirmaui magistris Roberto **June 7, 1344**
de Partyngtone, Willelmo de Haukesworthe, Willelmo de Meelys & Thome de Farnelawe unum mesuagium in suburbio Oxonie quod

uocatur la Margerethalle cum omnibus pert. suis; habendum & tenendum eisdem magistris R., W., W., & T. & eorum heredibus ac assignatis suis de capitalibus dominis feodi illius per seruicia inde debita & consueta imperpetuum. In cuius [&c. sealing]. Dat' apud Oxoniam septimo die Iunii anno domini MCCC quadragesimo quarto et regni regis Edwardi tercii post conquestum decimo octauo.

31.

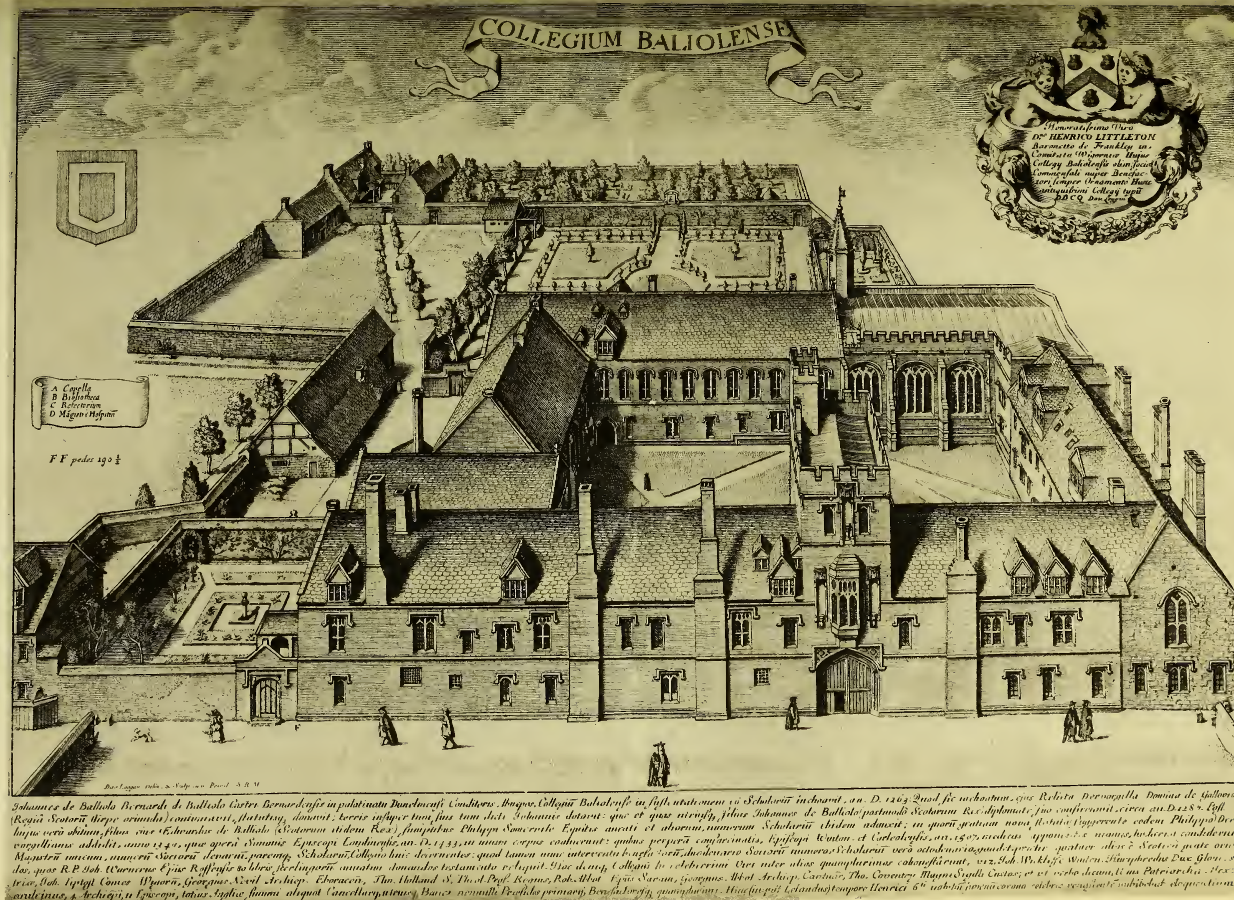
[The four masters grant it to ten clerks.]

B. I. 12
June 9, 1344

Sciant presentes & futuri quod nos Robertus de Patringtone, Willelmus de Haukesworthe, Willelmus Meeles & Thomas de Farnylawe clerici concessimus, dedimus & hac presenti carta nostra confirmauimus Roberto de Caute, Ricardo de Swynesheued, Willelmo de Kettylby, Iohanni Fabian, Iohanni Barangarun, Rogero de Balderstone, Iohanni de Sixidale, Roberto de Whaltone, Willelmo de Peggesworthe & Galfrido de Leycestria clericis unum mesuagium in suburbio Oxonie quod uocatur la Margaretehalle cum omnibus pert. suis; habendum & tenendum eisdem clericis R., R., W., I., I., R., I., R., W. & G. & eorum heredibus ac assignatis suis de capitalibus dominis feodi illius per seruicia inde debita & consueta in perpetuum. In cuius rei [&c. sealing] hiis testibus, Iohanne de Falley, Iohanne de Nortone, Waltero le Dyer, Ricardo Iarpunville, Willelmo de Bramptone & Roberto Brus. Dat' apud Oxoniam nono die Iunii anno domini MCCC quadragesimo quarto & regni regis Edwardi tercii post conquestum decimo octauo.

5. The Forecourt of the College. 32, 33.

In the map of Agas and in the picture of Balliol by Loggan we see that in front of the College there was a forecourt, and according to Isaac Williams's map of Oxford in 1750 it extended 40 feet and included half the width of Broad Street. It is not likely that this land, and the similar gardens which once existed in front of all the houses in St. Giles's Street, were the private property of those who enclosed them; for in that case the town would not have been able to resume the land, as was done in St. Giles's in the reign of James II and at Balliol in 1772. The most



BALLIOL IN 1675, BY LOGGAN

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probable suggestion is that when it was decided to pave, or as we should say to metal, Broad Street and St. Giles's, those who had a frontage on these streets were allowed to push their boundaries forward so that the road might be narrowed and the expense of paving reduced. Loggan shows that in his time the forecourt of Balliol was like that which remains in front of St. John's, the footway passing through it and close to the College; but in 1683 the College obtained permission to close this footway, and pictures of Balliol between 1683 and 1772, e.g. a view of Balliol by John Tinney published in 1755, show that the forecourt had become a garden planted with elms, having two entrances on the south, while its walls joined the walls of the College.

By the Mileways Act of 1771 it was ordered that for the widening of Broad Street the wall on the south side of Balliol College should be taken down, and such part of the 'garden' (i.e. forecourt) as shall be necessary taken in. An article by Mr. F. P. Morrell in the parish magazine of St. Mary Magdalen for May, 1872, gives the following extracts from the proceedings of the Commissioners who were appointed under the Mileways Act:—'Jan. 17, 1772. Notice was given to Balliol College that all the walls and trees on the south side of the College should be taken down and removed.' 'Feb. 14, 1772. Whereas the Master and Scholars of Balliol College did in the reign of Charles II obtain a writ "ad quod damnum" whereby they were empowered to enclose a piece of ground on the south side of the College, on condition that they set out a new footway without the said Inclosure, and also maintain and repair the ancient King's Highway as far as the Kennel or Gutter, which condition Balliol College have hitherto complied with; but, whereas the said Inclosure is by the present Act directed to be laid open and the said ground added to the street, the College do, in obedience to the said Act, freely give up and relinquish the said enclosed ground, but at the same time express their expectation of being for ever freed from the incumbrance which they took upon themselves by the above and on account of the said Inclosure; it appears to the Commissioners that on the expiration of the present Act the expense of maintaining and repairing the road and piece of ground shall revert and be upon the parish and such persons as did maintain and repair the road and ground before the writ "ad quod damnum" was obtained. And it is ordered that in case the Society of Balliol shall rebuild the front of the said College, the Commissioners do allow that the Society be permitted to carry on the front in a straight line and that such line be marked out and ascertained by a chain and stone when the street is paved.' We may conclude from the last sentence that the south-east corner of the old buildings did not reach quite so far towards the south as the present buildings.

32.

[Writ of Charles II to hold an inquisition whether Balliol may enclose a footway between Trinity College and Hamond's Lodgings.]

B. 8. 16 Apr. 23, 1683

Carolus secundus dei gracia [&c.] vicecomiti Oxonie, salutem. Precipimus tibi quod per sacramentum proborum & legalium hominum de comitatu tuo per quos rei veritas melius sciri poterit diligenter inquiras, si sit ad damnum vel prejudicium nostrum vel aliorum si concedamus magistro & scholaribus collegii de Baliolo in Universitate Oxon, quod ipsi quandam viam pedestrem ante collegium predictum ducentem a magna janua de collegio sancte & individue Trinitatis in Univ. predicta usque ad certum hospicium, parcell' possessionum eiusdem collegii de Baliolo, vocatum Hamonds Lodgings[1] in parochia sancte Marie Magdalene Oxon includere & eam sic inclusam tenere possint sibi & successoribus suis ad elargacionem collegii sui predicti imperpetuum; ita quod loco ipsius vie quandam aliam viam eiusdem longitudinis & latitudinis in solo ipsius collegii ibidem adeo competentem transeuntibus per eandem viam faciant ac tam eandem viam sic extrapositam quam antiquam regiam viam usque ad canalem ibidem de tempore in tempus sempiternum reparare faciant; necne; et si sit ad dampnum [&c.]; teste me ipso apud Westmonasterium XXIII die Aprilis anno regni nostri tricesimo quinto.

33.

[Verdict of the Jury, that it will not be to the damage of any.]

B. 8. 17 May 5, 1683

Inquisicio capta apud Oxon quinto die Maii anno regni domini nostri Caroli secundi regis Anglie &c. tricesimo quinto coram me Iohanne Wickham armigero, vicecomite Oxon, virtute brevis dicti domini regis michi directi & huic inquisicioni annexi per sacramentum Willelmi Blagroue generosi, Iohannis Wilcox, Mathei Arnold [&c. . . . .] qui dicunt super sacramentum suum quod non erit ad dampnum [&c. as in no. 32 . . . .] reparare faciant. Et jurati predicti ulterius dicunt super sacramentum suum quod dicta via sic inclusa tenenda continet in longitudine ducentos quadraginta & septem pedes et in latitudine quinque pedes et dimidium. Et ulterius dicunt quod via illa per predictum collegium in solo suo proprio loco ipsius vie per[2]

[1] See nos. 125–8.

[2] In mediaeval Latin 'per' often means 'along', not 'through'.



BALLIOL IN 1752

Showing the forecourt as it was from 1683 to 1772

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predictum collegium sic inclusa facta est adeo competens transeuntibus & continet in se plus in longitudine & latitudine quam dicta via sic inclusa in se continet. In cuius [&c. sealing].

6. Old Balliol Hall. 34, 35.

Next to St. Margaret Hall was a tenement of the University called Old Balliol Hall, measuring 96 feet from north to south, 41 feet at the north end, 47 feet at the south end (see no. 234). It is presumed that it was called Old Balliol Hall because it was rented by the scholars of John de Balliol until New Balliol Hall was acquired by Dervorguilla. In a Coroner's Inquest of December 1300 it is called Old 'Baylolhall', at which time it was occupied by scholars[1]; and if in 1379 it was leased to Balliol, it is possible that the scholars who lived there in 1300 were some of the College. It was acquired by the College in 1427 (see no. 234) in exchange for the site of the Divinity School. In the accounts of the Proctors of the University, the earliest of which are of the year 1464, it is called Sparrow Hall; the origin of this name is unknown.

34.

[The University grants to Balliol a lease of Old Balliol Hall for fifty years.]

A. 7. 12
July 7, 1379

Hec indentura facta inter magistrum Robertum Aylesham, Cancellarium Uniuersitatis Oxonie, ac magistros Iohannem de Burutone & Ricardum Pester, procuratores Uniuersitatis eiusdem ex parte una & magistrum Thomam Tyrwhit' magistrum collegii de Balliolo & eiusdem collegii scolares ex altera testatur quod predicti Cancellarius & procuratores ex unanimi consensu & assensu omnium magistrorum regencium Uniuersitatis predicte concesserunt & ad firmam tradiderunt prefatis magistro & scolaribus collegii de Balliolo quoddam messuagium vocatum Oldbayliolhalle cum suo gardino & pertinenciis situatum inter tenementum Prioris sancte Frideswide ex parte occidentali & quendam gardinum dictorum magistri & scolarium ex parte orientali & extendit se in longitudine a regia strata de Candych ex parte australi usque ad gardinum predicti magistri Thome Tyrwhit' ex parte boriali; habendum & tenendum predictum messuagium cum suis pert. dictis magistro & scolaribus & eorum successoribus usque ad terminum quinquaginta annorum, reddendo inde annuatim Universitati vel suo certo attornato in hac parte duos solidos in festo Annunciacionis beate

[1] *Coroners' Inquests*, p. 9, printed by the Oxford Chronicle Co.

Marie Virginis, durantibus terminis supradictis. Concedunt etiam predicti magister & scolares quod bene & competenter reparabunt predictum mesuagium citra festum Pentecost' anno domini MCCC octogesimo & ipsum sic reparatum sustentabunt & in fine terminorum suorum in adeo bono statu vel meliori dimittent. [The owners may distrain for the rent; they will warrant.] Et predicti [&c. alternate sealing]. Dat' Oxonie in festo Translacionis sancti Thome martiris anno domini MCCCLXX nono & anno regni regis Ricardi secundi post conquestum Anglie tercio.[1]

35.

[The University grants to Balliol a lease of the same tenement for ninety-nine years.]

A. 7. 13 July 6, 1427 Hec indentura facta apud Oxoniam in uigilia Translacionis sancti Thome martiris anno domini MCCCCXX septimo & anno regni regis Henrici sexti post conquestum Anglie quinto inter magistrum Thomam Chace sacre pagine professorem Uniuersitatis Oxonie Cancellarium ac magistros Henricum Seuer & Ricardum Babthorpe procuratores ceterosque magistros Uniuersitatis predicte ex parte una & magistrum Robertum Burley magistrum siue custodem collegii uulgariter nuncupati Bylyolhalle in suburbio ville Oxonie & eiusdem loci socios siue scolares ex parte altera testatur quod dicti Cancellarius [&c.] tradiderunt, & ad firmam dimiserunt prefatis magistro [&c.] unum tenementum cum pert. eidem collegio contiguum quod quidem tenementum situatur in suburbio uille Oxonie inter collegium seu aulam Balliol ex parte orientali & tenementum prioris & conuentus sancte Frideswyde ex parte occidentali [&c. as in no. 234 . . . .] unum pedem; habendum [&c.] usque ad finem termini nonaginta & nouem annorum proximo sequencium & plenarie complendorum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta, reddendo inde annuatim durante termino predicto predictis Cancellario [&c.] duos solidos legalis monete Anglicane ad festa sancti Michaelis archangeli & Annunciacionis beate Marie uirginis equis porcionibus. [The owners may distrain for the rent; they will warrant.] In cuius [&c. sealing].

A. 7. 14 [A modern transcript of A. 7. 13.]

[1] Seal pointed oval, about 3 in. × $2\frac{1}{4}$ in., the Chancellor seated, two clerks seated on either side, beneath his feet six clerks seated, two at the bottom, and two on either side somewhat higher. Endorsed 'Vetus Aula Ballioli, now the cole howse. 1569'. There is the same seal on A. 7. 13 and A. 7. 15.

7. A Tenement once of St. Frideswide's.

A tenement of St. Frideswide's called the tenement of Alan le Rushmonger was situated between Old Balliol Hall on the east and the corner tenement on the west. In 1571 Balliol obtained it from Exeter College by an exchange (see no. 239). By deeds 125–8 we ascertain that in 1574 the College granted the tenement on a lease for forty years but acquired the residue of the lease in 1593, and there can be little doubt that the building called Hammond's Lodgings was erected on this site with the money which Hammond bequeathed to Balliol in 1593. It is true that Anthony Wood[1] asserts that Hammond's Lodgings were built on the site of Sparrow Hall, but he adduces no proof. When we find that the leases of the tenement which belonged to St. Frideswide's cease with the year 1593, which was just the time when Hammond's Lodgings were begun, it is natural to assume that Wood's assertion is wrong. Also deed no. 129 shows that a tenement which lay apparently to the west of the tenement of St. Frideswide was in the year 1600 bounded on the east by the 'New Lodgings'.

8. The Corner Tenement. 36–52.

To the west of the St. Frideswide tenement there was a tenement which was given in 1245 to Simon son of Benedict, consisting of a shop at the corner and a messuage on the east side of it.[2] In 1279 it was held by Leticia, the widow of Simon, and in 1291 by Christopher his son.[3] In 1345 it was a messuage and two shops which Nicholas de Pubbesbury had acquired from Christopher Beneyt (= Benedict[4]). Our deeds trace its descent from 1364 to 1403, when it belonged to Robert de Chiselhampton, who separated the shop at the corner and attached it to the first tenement in St. Giles's Street which also belonged to him. The messuage in Broad Street passed through various hands (nos. 45–52) and was acquired by Balliol in 1486.

36.

[Richard Dammary dimises his right in the corner tenement to Adam de Chyselhampton.]

Notum sit omnibus quod ego Ricardus Dammary miles concessi, **B. 1. 29**
dimisi & tradidi Ade de Chyselhamptone carnifici totum ius & clameum Mar. 21, 1364
meum quod habeo, habui seu quouismodo habere potero in toto tene-

[1] Wood's *City of Oxford*, i. 372 (O. H. S.).
[2] *Greyfriars in Oxford*, by A. G. Little, p. 298 (O. H. S.).
[3] *Hundred Rolls*, ii. 808.
[4] *Liber Albus*, will no. 62: see below, deed no. 44.

mento angulari situato extra portam borialem Oxonie quod quondam fuit Iohannis de Gascoyne; habendum & tenendum totum predictum tenementum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. In cuius [&c. sealing]. Dat' apud le Newein extra portam borialem Oxonie, uicesimo primo die mensis Marcii anno regni regis Edwardi tercii post conquestum tricesimo octauo.

37.

[A grant of the same tenement by Robert Gascoyne to Isabella Chisilhampton.]

B. I. 25 Apr. 14, 1372

Sciant presentes & futuri quod ego Robertus Gascoyne filius & heres Iohannis Gascoyne de Heygham de comitatu Som' dedi, concessi & hac presenti carta mea confirmaui Isabelle que fuit uxor Ade de Chisilhamptone de Oxonia & Willelmo filio eorundem unum mesuagium cum shopis & suis pertinenciis situatum in hundredo extra portam borialem Oxonie in parochia beate Marie Magdalene inter mesuagium Prioris & conuentus sancte Frideswyde Oxonie ex parte orientali & mesuagium Ade Chisilhampton ex parte oxidentali[1]; habendum [&c.] predictis I. & W. ac heredibus & assignatis ipsius Willelmi de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta in perpetuum. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Thome Wormenhale, Ricardo de Adyntone, Roberto Deye, Willelmo Crassale, Ricardo Burghe, Iohanne Noble, Iohanne Grettone & aliis. Dat' in hundredo predicto quarto decimo die Aprilis anno regni regis Edwardi tercii post conquestum quadragesimo sexto.[2]

38.

[A quitclaim of the same.]

B. I. 26 Apr. 15, 1372

Nouerint uniuersi me Robertum filium & heredem Iohannis Gascoyne de Heyham de comitatu Som' remisisse, relaxasse & omnino pro me & heredibus meis imperpetuum quietumclamasse Isabelle que fuit uxor Ade de Chiselhamptone de Oxonia & Willelmo filio eorundem totum ius meum & clamium quod habui, habeo [*sic*] in toto illo mesuagio cum cotagiis & suis pertinenciis situato in hundredo extra portam borialem Oxonie in parochia beate Marie Magdalene Oxonie inter mesuagium

[1] Evidently 'boriali', as in no. 38, is the right word.
[2] Seal, circular, ¾ in., a quatrefoil.

Prioris & conuentus sancte Frideswyde Oxonie ex parte orientali & mesuagium predicti Ade de Chisilhampton ex parte boriali & quod iidem I. & W. habent ex dono & feoffamento meo; ita uidelicet [&c.]. In cuius [&c. sealing]; hiis testibus, Thoma Wormenhale, Ricardo de Oxonia, Roberto Dey, Iohanne Noble, Ricardo Burghe, Iohanne de Grettone & aliis. Dat' in hundredo predicto quintodecimo die Aprilis anno regni regis Edwardi tercii post conquestum quadragesimo sexto.[1]

39.

[William de Chiselhamptone grants the corner tenement to John Grom & John Noble.]

Sciant presentes & futuri quod ego Willelmus de Chiselhamptone **B. 1. 27**
filius & heres Ade de Chiselhamptone de Oxonia dedi, concessi & hac **Feb. 3,**
presenti carta mea confirmaui Iohanni Grom de Oxonia & Iohanni **1378**
Noble de eadem totum tenementum meum angulare situatum ex opposito Candich in parochia sancte Marie Magdalene in suburbio & hundredo extra portam borialem Oxonie inter tenementum meum quod iam inhabito ex parte boriali & tenementum Prioris & conuentus sancte Frideswide ex parte orientali; habendum [&c.] prefatis I. & I. & eorum heredibus ac eorum assignatis imperpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et ego [&c. warranty]. In cuius [&c. sealing]; hiis testibus, Ricardo de Adyntone, Thoma Howkyn, Roberto Deye, Iohanne Grettone, Reginaldo Westouere, Willelmo Cressale, Ricardo Borghe & aliis. Dat' in suburbio & hundredo predicto tercio die Februarii, anno regni regis Ricardi secundi post conquestum Anglie primo.[2]

A duplicate of B. 1. 27 but in another hand and with a different **B. 1. 28**
seal, viz. oval, a mermaid.

40.

[John Grom and John Noble grant it back to William Chiselhamptone and his wife.]

Sciant presentes & futuri quod nos Iohannes Grom de Oxonia **B. 1. 29**
& Iohannes Noble de eadem dedimus, concessimus & hac presenti **Feb. 12,**
1378

[1] *Endorsed*, 'Relaxacio tenementi in quo Henricus manet.' This *Henricus* might be Henry Capelane (see no. 46).

[2] Endorsed in a late hand 'Symon Paynter' (see no. 125). Seal circular, a crab.

carta nostra confirmauimus Willelmo Cheselhamptone de Oxonia & Margarete uxori sue totum illud tenementum angulare cum suis pertinenciis situatum ex opposito Chandiche in parochia sancte Marie Magdalene in suburbio & hundredo extra portam borialem Oxonie inter tenementum quondam Ade de Cheselhamptone patris predicti Willelmi ex parte boriali & tenementum Prioris & conuentus sancte Frideswide ex parte orientali & quod quidem tenementum cum suis pert. nuper habuimus ex dono & feoffamento predicti Willelmi Cheselhamptone; habendum [&c.] predictis W. & M. & heredibus ac eorum assignatis de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta in perpetuum. In cuius [&c. sealing]; hiis testibus, Ricardo de Adyngtone, Thoma Houkyn, Iohanne Grettone, Reginaldo Westouere, Roberto Deye, Willelmo Cressale, Ricardo Bourghe, Michaele Smyth & aliis. Dat' in suburbio & hundredo predictis duodecimo die Februarii anno regni regis Ricardi secundi post conquestum Anglie primo.[1]

B. I. 30 & 31 Duplicates of B. I. 29, but each with the two seals of John Grom and John Noble.

41.

[The will of William Chyslamtone.]

A. 3. 10 Aug. 25, 1398 In dei nomine Amen. Vicesimo quinto die mensis Augusti, anno domini millesimo ccc nonogesimo octauo, ego Willelmus Chyslamtone compos mentis, eger tamen corpore, condo testamentum meum in hunc modum. In primis lego animam meam deo, beate Marie & omnibus sanctis, corpusque meum ad sepeliendum in ecclesia beate Marie Magdalene coram altari Iacobi apostoli. Item lego ecclesie antedicte ad fenestram faciendam vi marcas. Item abbati de Loco Regali xx s. Item domino Thome Wytteneye monacho vi s. viii d. Item domino Stephano Lylywythe monacho iii s. iiii d. Item aliis quinque monachis iunioribus ibidem commorantibus viii s. iiii d. Item vicario ecclesie predicte vi s. viii d. Item magistro Thome Cansey in eadem ecclesia seruienti vi s. viii d. Item Iohanni clerico servienti in eadem ecclesia vi s. viii d. Item cuilibet ordini fratrum i trentale. Item lego Roberto filio meo equum meum cum cella[2] & freno & gladium cum

[1] With a small seal, circular ½ inch 'C'. From deeds 39 and 40 we gather that William de Chiselhampton was married between Feb. 3 and 12; in that year Ash Wednesday was March 3.

[2] = sella.

pesta[1] ac eciam pelvim cum lavacro pendenti & omnia vasa plumbia mobilia & immobilia cum uno querne & ii vanis[2] & ii cistis. Residuum vero bonorum meorum superius non legatorum lego Margarete uxori mee & eandem Margaretam cum magistro Iohanne gardiano de Wanboure fratre meo meos facio executores, ordino & constituo per presentes, ut ipsi presens testamentum & ultimam voluntatem meam fideliter exequantur & compleant cum effectu. In cuius rei testimonium huic testamento sigillum meum apposui. Scriptum & datum Oxonie die & anno domini supradictis. Item lego magistro Iohanni gardiano de Wanboure fratri meo xx s.; item domino Iohanni cognato eiusdem vi s. viii d.

42.

[William Chyselhamptone grants to Robert his son all his lands in Northgate Hundred.]

Sciant presentes & futuri quod nos Willelmus Chyselhamptone **A. 3. 12**
de Oxonia burgensis & carnifex & Margareta uxor mea dedimus, **Sept. 29, 1400**
concessimus & hac presenti carta nostra confirmauimus Roberto Chyselhampton filio mei dicti Willelmi de Oxonia carnifici omnia terras & tenementa nostra, redditus & seruicia que habemus in suburbio sive hundredo extra portam borialem Oxonie cum pratis, pascuis & pasturis & omnibus aliis pertinenciis suis; dedimus eciam eidem Roberto unum mesuagium situatum in Cleyore[3] cum sexdecim acris terre & prati iacentibus in campis de Cleyore; habenda & tenenda prefato R. & heredibus suis ac suis assignatis libere, integre & in pace, de capitalibus dominis feodorum illorum per servicia inde debita & de jure consueta imperpetuum; reddendo inde nobis W. & M. ad terminum vite nostre & nostrum alterius diucius viventis, duas marcas argenti annui redditus equis porcionibus ad festa videlicet [Dec. 21, Mar. 25, June 24, & Sept. 29]. [If the rent is withheld they may distrain for it]. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Ricardo de Garstone maiore ville Oxonie, Willelmo Ryvelle & Iohanne Burtone, Thoma Howkvn, Willelmo Cook & aliis. Dat' in hundredo predicto die Mercurii in die sancti Michaelis archangeli anno regni regis Henrici quarti post conquestum Anglie primo.

This is the counterpart of A. 3. 12. **A. 3. 13**

[1] Not in Ducange.
[2] Blankets.
[3] The hamlet of Clare in the parish of Pyrton, Oxfordshire.

A. 3. 14 This is the same as A. 3. 12, but the gift is to Robert Chislamptone & Juliana his wife; same date; 'hiis testibus, Ricardo de Garstone maiore ville Oxonie, Willelmo Ryvelle et Iohanne Banbury ballivis eiusdem ville, Waltero Bowne, Iohanne Shawe, Iohanne Merstone, Edmundo de Kenyan aldermannis, Thoma Howekyn, Willelmo Cook et aliis.'

A. 3. 15 This is the counterpart of A. 3. 14.

43.

[Robert Chyselhamptone dimises to William & Margaret his parents, for their lives, all that he had received from them, excepting five shops and a cellar.]

A. 3. 16
Sept. 29, 1400

Hec indentura facta inter Robertum Chyselhampton de Oxonia carnificem ex una parte & Willelmum Chyselhamptone de Oxonia burgensem & carnificem & Margaretam uxorem eius ex altera parte testatur quod predictus Robertus concessit, tradidit & ad firmam dimisit prefato Willelmo et Margarete uxori eius omnia illa terras et tenementa, redditus & servicia cum omnibus pertinenciis suis que ipsemet Robertus nuper habuit ex dono & feoffamento ipsorum Willelmi & Margarete in suburbio sive in hundredo extra portam borialem Oxonie & in villa & campis de Cleyore, exceptis quinque shopis de novo edificatis cum celario subtus facto situatis in hundredo predicto in parochia sancte Marie Magdalene; quod quidem celarium continet in longitudine & latitudine totum spacium dictarum shoparum; habenda & tenenda prefato W. & M. uxori eius ad totam vitam suam & eorum alterius diucius viventis, reddendo inde dicto Roberto et heredibus suis ac suis assignatis unam rosam rubeam in festo Nativitatis sancti Iohannis Baptiste de anno in annum durante termino predicto, si petatur. Et prefatus Robertus [&c. warranty]. In cuius [&c. sealing], hiis testibus Gilberto Burton, Willelmo Ryvelle, Willelmo Douk', Thoma Howkyn, Iohanne Hunche & aliis. Dat' in hundredo predicto die Mercurii in die sancti Michaelis archangeli anno regni regis Henrici quarti post conquestum Anglie primo.

Endorsed. 'Paroch' sancte Marie Mag.'

A. 3. 17 This is the counterpart of A. 3. 16.

44.

[Robert Gascoyn grandson of Nicholas Pubbesbury quit-claims to Robert Chyselhamptone.]

Nouerint uniuersi per presentes me Robertum Gascoyn filium & heredem Agnetis sororis & heredis Nicholai Pubbesbury quondam burgensis Oxonie remisisse & relaxasse ac omnino pro me & heredibus meis imperpetuum quietum clamasse Roberto Chyselhamptone filio Willelmi Chyselhamptone & heredibus suis ac suis assignatis totum ius meum & clameum que habeo, habui seu quovismodo habere potero in futurum in toto illo mesuagio & shopis situatis in parochia beate Marie Magdalene extra portam borialem Oxonie inter tenementum Prioris & conuentus monasterii sancte Fredeswyde Oxonie ex una parte & tenementum quondam Iohannis persone ecclesie de Myxbury ex altera parte; ita quod [&c.]. Preterea ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne Sprunt maiore uille Oxonie, Waltero Daundeseye & Thoma Couentre balliuis eiusdem, Ricardo de Garstone, Iohanne Shawe, Edmundo de Kenyan & Iohanne Merstone aldermannis, Gilberto Burtone, Willelmo Ryuel, Willelmo Cook, Nicholao Nortone clerico & aliis. Dat' apud Oxoniam secundo die Maii anno regni regis Henrici quarti post conquestum Anglie quarto.

B. I. 32
May 2, 1403

45.

[Henry Capelayn & Joan his wife receive the messuage by the will of Robert Chislamtone.]

Cum Robertus Chislamtone nuper burgensis uille Oxonie in testamento suo[1] legasset Henrico Capelayn & Iohanne uxori sue unum tenementum cum pertinenciis suis situatum in hundredo extra portam borialem uille Oxonie in parochia sancte Marie Magdalene inter tenementum Prioris sancte Frideswide Oxonie ex parte orientali & quamdam shopam ipsius Roberti ex parte occidentali; habendum & tenendum predictis H. & I. & heredibus de corporibus eorum legitime procreatis imperpetuum, tenendum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta; et ad exequendum testamentum predictum ordinauit & constituit Iulianam uxorem suam & Gilbertum Burtone suos executores, prout plenius patet in testamento suo predicto, uirtute cuius testamenti ego Gilbertus Burtone

B. I. 13
Sept. 20. 1416

[1] See no. 63 for his will.

unus executorum testamenti predicti Roberti deliberaui plenam seisinam tenementi predicti cum pertinenciis predictis H. & I., secundum vim, formam & effectum testamenti predicti iuxta potestatem michi per predictum Robertum traditam & commissam in testamento suo predicto. In cuius rei testimonium ego Gilbertus antedictus huic presenti scripto sigillum meum apposui, hiis testibus, domino Iohanne Feltone, uicario ecclesie beate Marie Magdalene, Iohanne Teyntone, Willelmo Herberfeld, Willelmo Barbour, Ricardo Taillour & aliis. Dat' in hundredo predicto uicesimo die mensis Septembris anno regni regis Henrici quinti quarto.

46.

[Henry Capelane grants it to Stephen Braywell.]

B. I. 14 June 20, 1446

Sciant presentes et futuri quod ego Henricus Capelane Oxonie dedi, concessi, et in [*sic*] hac presenti carta mea confirmaui Stephano Braywelle notario publico Oxonie totum illud tenementum cum suis pertinenciis situatum ex opposito Candiche in parochia sancte Marie Magdalene in suburbio et hundredo extra portam borialem uille Oxonie inter tenementum Prioris et conuentus sancte Frideswide ex parte orientali et tenementum quondam Roberti Chyselhampton et Iuliane uxoris sue ex parte occidentali; quod quidem tenementum cum suis pert. nuper habui ex dono & feoffamento predictorum R. & I.; habendum [&c.] prefato Stephano, heredibus & assignatis suis de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta in perpetuum.[1] In cuius [&c. sealing]; hiis testibus, Roberto Walford maiore uille Oxonie, Henrico Philype & Iohanne Clerke balliuis dicte uille, Iohanne Blakethorne, Thoma Elkyns mason, Henrico Barwyk, Willelmo Tayntone, Thoma Perkyns bowcher, Iohanne Pache, Thoma Hawfeld, Thoma Harburfeld, Roberto Geffray et Rogero Bayle alias Carpenter et aliis. Data Oxonie in suburbio et hundredo predictis uicesimo die mensis Iunii anno regni regis Henrici sexti post conquestum Anglie uicesimo quarto.

[1] It is curious that there is no clause of warranty. When a trustee returns property which he had held temporarily, he gives no warranty, for the warranty would only be against the man who is becoming the owner again. But in the present case Henry Capelane was owner, not trustee.

47.

[Stephen Braywell grants it to Robert Holt.]

Sciant presentes & futuri quod ego Stephanus Braywell de Oxonia dedi, concessi & hac presenti carta mea confirmaui Roberto Holt de Oxonia totum illud tenementum meum cum suis pertinenciis situatum ex opposito Candyche in parochia sancte Marie Magdalene in suburbio et hundredo extra portam borialem uille Oxonie inter tenementum Prioris et conuentus sancte Frideswyde Oxonie ex parte orientali & tenementum quondam Roberti Chyselhampton et Iuliane uxoris sue ex parte occidentali; quod quidem tenementum cum suis pert. nuper habui ex dono & feoffamento Henrici Capelan; habendum & tenendum prefato R., heredibus & assignatis suis de capitalibus dominis [&c.]. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne Asshebery balliuo eiusdem hundredi, Willelmo Tayntone, Thoma Hauelle, Iohanne Baly mason, Matheo Coke & multis aliis. Dat' uicesimo septimo die Iunii anno regni regis Henrici sexti post conquestum tricesimo, apud hundredum predictum. **B. I. 15** **June 27, 1452**

A duplicate of B. I. 15, inserting 'cum fonte' after 'tenementum meum'. Endorsed 'Presens carta fuit recognita coram Ricardo Spraget maiore uille Oxonie die Ueneris proxima post festum Translacionis sancti Thome martiris anno infrascripto & sic irrotulatur in rotulo dicte curie de tempore dicti maioris &c.' It was never sealed. **B. I. 16**

A duplicate of B. I. 16, but sealed. **B. I. 17**

A duplicate of B. I. 16, unsealed. **B. I. 18**

48.

[An agreement between Robert Holt and Stephen Braywell.]

Hec indentura testatur quod licet Robertus Holt de Oxonia housbondman alias Botellemaker teneatur Stephano Braywelle de Oxonia in uiginti libris sterlingorum soluendis eidem Stephano prout in quadam obligacione inde confecta plenius continetur; tamen predictus Stephanus uult et concedit quod si prefatus Robertus soluat aut solui faciat, heredes uel executores sui soluant aut solui faciant prefato Stephano aut suo certo attornato annuatim sex solidos & octo denarios **B. I. 19** **June 28, 1452**

ad quatuor anni terminos usuales per equales porciones ad terminum uite predicti Stephani, primo termino solucionis incipiente ad festum Natalis Domini proximo futurum post datam presencium, extunc predicta obligacio sit nulla; sin autem, stet in suo robore & uirtute. In cuius rei testimonium [&c. alternate sealing]. Dat' uicesimo octauo die Iunii anno regni regis Henrici sexti post conquestum tricesimo.

49.

[Robert Holt grants the tenement to Stephen Havelle.]

B. I. 20 June 20, 1462

Sciant presentes & futuri quod ego Robertus Holt de Oxonia dedi, concessi & hac presenti carta mea confirmaui Stephano Hauelle de Oxonia totum tenementum meum cum fonte & suis pertinenciis situatum ex opposito Candyche in parochia sancte Marie Magdalene in suburbio & hundredo extra portam borialem uille Oxonie inter tenementum Prioris & conuentus sancte Frideswyde Oxonie ex parte orientali & tenementum quondam Roberti Chyselhamptone & Iuliane uxoris sue ex parte occidentali, quod quidem tenementum cum fonte & suis pert. super habui ex dono & feofamento Stephani Brawelle; habendum [&c.] prefato S., heredibus & assignatis suis imperpetuum de capitalibus [&c.]. Et ego [&c. warranty]. In cuius [&c. sealing]. Dat' apud hundredum predictum uicesimo die mensis Iunii anno regni regis Edwardi quarti post conquestum secundo.

50.

[Joan Hawthorne quitclaims the tenement to three clerks.]

B. I. 22 June 1, 1486

Omnibus [&c.] Iohanna Hawthorne nuper uxor Iohannis Hawthorne latami[1] de Oxonia salutem in domino sempiternam. Noueritis me remisisse, relaxasse & omnino pro me & heredibus meis quietum clamasse Willelmo Lambtone, Ricardo Barnyngham & Roberto Layke clericis totum ius meum & clameum quod unquam habui, habeo seu in futuro habere potero de & in uno tenemento cum fonte & suis pert. in parochia sancte Marie Magdalene ex opposito Candyche [&c. as in no. 49 . . .] occidentali; habendum [&c. as in no. 51]. Et ego [&c. warranty]. In cuius [&c. sealing]. Dat' in predicto hundredo primo die mensis Iunii anno regni regis Henrici septimi post conquestum primo.

[1] Mason.

51.

[Stephen Havelle grants it to three clerks.]

Sciant presentes & futuri quod ego Stephanus Hauelle de Oxonia dedi, concessi & hac presenti carta mea confirmaui Willelmo Lambtone, Ricardo Barnyngham, & Roberto Layke clericis totum tenementum meum cum fonte [&c. as in B. I. 20 . . .] occidentali, quod quidem tenementum cum fonte & suis pert. nuper habui ex dono & feofamento Roberti Holt: habendum [&c.] prefatis W., R., & R., heredibus & assignatis suis de capitalibus [&c.]. Et ego [&c. warranty]. In cuius [&c. sealing]. Dat' apud hundredum predictum uicesimo octauo die mensis Iunii, anno regni regis Henrici septimi post conquestum primo. **B. I. 21** June 28, 1486

52.

[A quitclaim by John Colyns.]

Omnibus [&c.] Iohannes Colyns de Oxonia salutem. Noueritis me remisisse, relaxasse [&c. as in no. 50]. Dat' in predicto hundredo sexto die mensis Iulii anno regni regis Henrici septimi post conquestum primo. **B. I. 23** July 6, 1486

9. The First Tenement North of the Corner. 53–63.

The first tenement facing the church of St. Mary Magdalene is traced in the following deeds from 1317 to 1415, by which time it consisted of a tenement with five shops. In that year Robert Chiselhampton gave instructions in his will that if the king's licence could be obtained a perpetual chantry should be founded in the chapel of St. Mary in the church of St. Mary Magdalen and maintained by the issues of this tenement. We are utterly ignorant of what followed. The property certainly was not among the possessions of St. Mary's chapel in 1452, in which year a rental was drawn up of the tenements belonging to the chapel[1]; on the other hand there is no evidence when it passed into the hands of Balliol; but it is possible that the vicar of the parish, who was appointed by the testator to be the supervisor of this legacy, decided that the intentions of the will would be best satisfied by giving the property to Balliol.

[1] Preserved at New College; it has not been printed.

53.

[Walter Bost quitclaims a tenement to John de Barton, parson of Mixbury.]

B. I. 34 Mar. 5, 1317

Omnibus Cristi fidelibus hoc presens scriptum uisuris uel audituris Walterus filius & heres Walteri Bost de Oxonia salutem in domino. Nouerit uniuersitas uestra me in plena etate ac ligea potestate mea remisisse, relaxasse & omnino quietum clamasse Iohanni de Bartone, persone ecclesie de Mixebury, heredibus ac assignatis suis imperpetuum totum ius meum & clamium quod umquam habui uel aliquo modo habere potui seu potero in futurum racione successionis hereditarie uel alterius cuiuscumque iuris uel tituli in toto illo tenemento cum pertinenciis, excepta una schoppa eidem tenemento contigua & situata exterius uersus uicum regium; quod quidem tenementum idem Iohannes tenet ex donacione Willelmi de Bigenhulle de Oxonia & Cristine uxoris eius matris mee & confirmacione mea sibi inde prius factis ad terminum uite sue. Et situatur illud tenementum cum schoppa predicta in suburbio extra portam borialem Oxonie inter tenementum quondam Cristophori filii Simonis Beneyt ex parte australi & tenementum quondam Henrici Gamage ex parte boriali; habendum & tenendum totum tenementum predictum cum pertinenciis suis excepta schoppa predicta prefato I., heredibus ac assignatis suis libere, quiete & in pace de capitalibus dominis feodi illius per seruicia que ad tenementum illud, excepta schoppa predicta, pertinent imperpetuum pro omni alio seruicio, ita uidelicet quod nec ego [&c.]; preterea ego [&c. warranty]. Pro hac autem remissione, quieta clamacione & warancia dedit michi predictus Iohannes quandam summam pecunie pre manibus. In huius uero [&c. sealing]. Dat' in suburbio predicto tercio Nonas Marcii anno regni regis Edwardi filii regis Edwardi decimo; hiis testibus, Willelmo de Hakeburne tunc tenente locum ballivi de hundredo extra portam predictam, Thoma Bost, Henrico de Bramptone, Ricardo Oueree, Iohanne le Quilter, Willelmo de Bigenhulle, Iohanne de Schireburne, Iohanne de Couele, Rogero Bost, Waltero de Ernesby, Iohanne Fouk', Thoma le Hore & aliis.

54.

[John de Barton grants a messuage and shop to John Everard.]

Sciant presentes & futuri quod ego Iohannes de Bertone clericus dedi, concessi & hac presenti carta mea confirmaui Iohanni Euerard de Mixebury seruienti meo quoddam mesuagium cum una shopa & suis pertinenciis in suburbio & hundredo extra portam borialem Oxonie in parochia beate Marie Magdalene, quod quidem mesuagium situatum est inter tenementum Roberti Ouerhe ex parte boreali & tenementum Nicholai de Pebblisburi ex parte australi, & dicta shopa situatur inter tenementum dicti Nicholai de Pebblesbury ex parte australi & shopam Willelmi atte March ex parte boreali; habendum & tenendum [&c.] prefato Iohanni Euerard, heredibus ac assignatis suis, libere, integre, bene & in pace in perpetuum de capitalibus [&c.]; et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iosep de Wodestoke tunc ballivo illius hundredi, Iohanne filio Willelmi Bost, Henrico de Bramptone, Roberto Ouerhe, Iohanne le Sauser, Willelmo de Cnaresburg & aliis. Dat' in suburbio predicto die Ueneris in festo sancti Dionisii martiris anno regni regis Edwardi tercii post conquestum sexto.

B. i. 35
Oct. 9, 1332

55.

[John Everard grants the messuage and shop to Alice de la Fenne.]

Sciant presentes & futuri quod ego Iohannes Euerard de Mixeburi dedi, concessi & hac presenti carta mea confirmaui Alicie relicte Ade de la Fenne quoddam mesuagium cum una shoppa & suis pertinenciis in suburbio & hundredo extra portam borialem Oxonie in parochia beate Marie Magdalene, quod quidem mesuagium situatum est [&c. as in no. 54 . . .] boriali, que quidem mesuagium & shoppam habui ex dono & feofamento domini Iohannis quondam rectoris ecclesie de Mixebury; habendum [&c.] prefate Alicie, heredibus & assignatis suis libere, integre, bene & in pace imperpetuum de capitalibus [&c.]; et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Willelmo de Burcestre tunc maiore Oxonie, Willelmo Was' de Ewelme, Ricardo Iargeuyle [*sic*] Oxonie, Henrico de Bremptone de eadem, Thoma Bost de eadem et multis aliis. Dat' Oxonie die Ueneris proxima post festum sancte Lucie Uirginis anno regni regis Edwardi tercii post conquestum octauo.

B. i. 36
Dec. 16, 1334

56.

[Alice de la Fenne grants the same to Isabella atte Fenne, her daughter.]

B. I. 37 Mar. 1, 1338

Sciant presentes & futuri quod ego Alicia que fui uxor Ade de la Fenne in pura viduitate mea & legitima potestate mea dedi, concessi & hac presenti carta mea confirmaui Isabelle atte Fenne filie mee quoddam mesuagium cum una schoppa & suis pertinenciis in suburbio & hundredo extra portam borialem Oxonie [&c. as in no. 55 . . .] boriali, que quidem mesuagium & schoppam habui de dono & feoffamento Iohannis Euerard de Mixebury; habendum [&c.] prefate Isabelle & heredibus & assignatis suis libere, bene & in pace imperpetuum de capitalibus dominis [&c.]; et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Henrico de Stodleye tunc maiore Oxonie, Iohanne Peggy & Ricardo de Selewode tunc balliuis eiusdem uille, Andrea de Bladene tunc balliuo hundredi extra portam borialem Oxonie, Willelmo Wase de Euelme, Iohanne le Peyntour, Willelmo de Knaresboroughe, Ricardo Iarpunville, Willelmo de Bramptone, Nicholao de Haylusdone & aliis. Data Oxonie die dominica in festo sancti David anno regni regis Edwardi tercii post conquestum duodecimo.

57.

[John Mymmes and Isabella his wife grant the same to Adam de Chiselhampton.]

B. I. 38 June 20, 1351

Sciant presentes & futuri quod nos Iohannes Mymmes & Isabella uxor mea dedimus, concessimus & hac presenti carta nostra confirmauimus Ade de Chisilhamptone & Isabelle uxori sue unum mesuagium cum una shopa [&c. as in no. 56 . . .] boriali, habendum [&c.] predictis A. & I. & heredibus ac assignatis ipsius Ade de capitalibus [&c.]; et nos [&c. warranty]; in cuius [&c. sealing], hiis testibus, Iohanne de Falle, Iohanne Saucer, Iohanne filio suo, Willelmo Sturthop, Iohanne de Hemelseye, Iohanne de Grettone & aliis. Dat' in suburbio predicto die Lune proxima ante festum Natalis sancti Iohannis Baptiste, anno regni regis Edwardi tercii post conquestum uicesimo quinto.

58.

[William Chiselhampton and Margaret his wife grant the same to trustees.]

Sciant presentes & futuri quod nos Willelmus Chiselhamptone de Oxonia & Margareta uxor eius dedimus, concessimus et hac presenti carta nostra confirmauimus Iohanni Grom & Iohanni Noble de Oxonia totum illud tenementum cum suis pert. situatum in suburbio & hundredo extra portam borialem Oxonie ex opposito ecclesie sancte Marie Magdalene inter tenementum nostrum ex parte australi & quamdam uacuam placeam magistri & scolarium aule de Balliolo ex parte boriali; habendum & tenendum prefatis I. & I. & eorum heredibus ac eorum assignatis de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Thoma Houkyn, Ricardo de Adyntone, Iohanne de Grettone, Reginaldo Westouere, Roberto Deye, Willelmo Cressale, Iohanne de Beknesfeld & aliis. Dat' in suburbio & hundredo predicto quarto die Marcii anno regni regis Ricardi secundi post conquestum Anglie primo.

B. i. 39
Mar. 4, 1378

59.

[The trustees return the property to William and Margaret.]

Sciant presentes & futuri quod nos Iohannes Grom & Iohannes Noble de Oxonia dedimus, concessimus & hac presenti carta nostra confirmauimus Willelmo Chiselhamptone de Oxonia & Margarete uxori sue totum illud tenementum cum suis pert. situatum in suburbio & hundredo extra portam borialem Oxonie ex opposito ecclesie sancte Marie Magdalene inter tenementum ipsorum Willelmi & Margarete ex parte australi & quandam uacuam placeam magistri & scolarium aule de Balliolo ex parte boriali; quod quidem tenementum cum suis pert. nuper habuimus ex dono & feoffamento dictorum Willelmi & Margarete; habendum [&c.] prefatis W. & M. & heredibus ac assignatis ipsius Willelmi imperpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. In cuius [&c. sealing], hiis testibus, Thoma Houkyn, Ricardo de Adyntone, Iohanne de Grettone, Reginaldo Westouere, Roberto Deye, Iohanne de Beknesfeld, Michaele le Smyth & aliis. Dat' in suburbio & hundredo predictis die dominica

B. i. 40
Dec. 18, 1379

proxima ante festum sancti Thome apostoli, anno regni regis Ricardi secundi post conquestum Anglie tercio.

Endorsed. Pro parvo cotagio inter tenementum Ade Chyslamtone et vacuam placeam de Balyhale: *and in a later hand* The Kath' whele.

60.

[William Chiselhampton grants the messuage to Robert his son.]

B. I. 41 Ap. 15, 1391 Nouerint uniuersi quod inter Willelmum Chislamptone & Margaretam uxorem eius ex parte una & Robertum Chislamptone filium predicti Willelmi & Iulianam uxorem eius ex parte altera conuentum est in hunc modum scilicet quod predicti Willelmus & Margareta sub forma & condicionibus subscriptis concesserunt, tradiderunt & dimiserunt prefatis R. & I. eorum heredibus seu assignatis post decessum predictorum Willelmi & Margarete unum mesuagium cum pertinenciis suis in hundredo extra portam borialem Oxonie in parochia sancte Marie Magdalene situatum inter tenementum eiusdem Willelmi ex parte australi & quoddam gardinum de Ballyolhalle ex parte boriali; habendum [&c.] post decessum predictorum W. & M. prefatis Roberto & Iuliane & eorum heredibus seu assignatis imperpetuum, tenendum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et si contingat quod predicti R. & I. ante predictos W. & M. obierint, tunc uolunt quod predictum mesuagium cum pert. suis heredibus seu assignatis predicti Willelmi reuertatur. Et predicti W. & M. [&c. warranty]. In cuius [&c. sealing], hiis testibus Ricardo Garstone tunc maiore uille Oxonie, Iohanne Forster & Thoma Forsthulle tunc balliuis eiusdem uille, Willelmo Daguille, Nicholao Spicer, Iohanne Hickes & Thoma Somerseth, aldermannis, Willelmo Reuelle & Iohanne Turry & multis aliis. Dat' apud Oxoniam quintodecimo die mensis Aprilis anno regni regis Ricardi secundi post conquestum Anglie quartodecimo.

B. I. 42 The counterpart of B. I. 41.

61.

[Another form of the same grant.]

B. I. 43 Ap. 15, 1391 Nouerint [&c. as in no. 60 . . .] dimiserunt prefatis R. & I. & heredibus ipsius Roberti post decessum predictorum W. & M. [&c. . . .]

prefatis Roberto & Iuliane & heredibus ipsius Roberti tenendum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et si contingat quod predictus R. ante obierit sine herede de corpore suo procreato & predicta Iuliana superuixerit, tunc uolunt & concedunt predicti W. & M. quod predicta I. habeat predictum mesuagium cum pert. ad totam vitam ipsius Iuliane & post decessum eius predictum mesuagium cum pert. heredibus uel assignatis predicti Willelmi reuertatur. Et predicti [&c. as in no. 60, with the same date and witnesses].

The counterpart of B. I. 43. B. I. 44

62.

[The executors of the will of Thomas Baret sell a tenement to William Chiselhamptone.]

Sciant presentes & futuri quod nos Thomas Saunderdone clericus, B. I. 33
Iohannes Sprunt & Iohannes Lodelowe burgenses Oxonie executores Dec. 8,
testamenti Thome Baret nuper burgensis Oxonie defuncti iuxta pote- 1396
statem in dicto testamento nobis traditam & concessam concessimus, vendidimus & liberauimus Willelmo Chiselhamptone & Margarete uxori eius totum illud tenementum situatum in hundredo extra portam borialem Oxonie inter tenementum eiusdem Willelmi ex parte australi & tenementum similiter eiusdem Willelmi ex parte boriali, quod quidem tenementum dictus Thomas nobis prefatis executoribus suis legavit ad vendendum ut in testamento dicti Thome plene liquet; habendum & tenendum [&c.] prefatis W. & M. & heredibus ac assignatis ipsius Willelmi libere, integre & in pace de capitalibus [&c.]; in cuius [&c. sealing], hiis testibus, Ricardo de Garstone maiore ville Oxonie, Iohanne Spycer & Iohanne Burbrigge ballivis eiusdem ville, Willelmo Daggevylle, Waltero Bowne, Iohanne Shawe, Iohanne Hykkys aldermannis, Thoma Howkyn, Willelmo Ryvelle, Nicholao Nortone & aliis. Dat' apud Oxoniam octavo die Decembris anno regni regis Ricardi secundi post conquestum Anglie vicesimo.[1]

[1] An endorsement, probably in the hand of Wood, asserts that this tenement was facing the churchyard of St. Mary Magdalen and was next to the corner tenement. Probably it was nothing more than a shop. In 1415 (see no. 63) Robert Chiselhampton held a tenement and five shops; but in 1332 (no. 54) one at least of the shops was not held with the main tenement but had been alienated and was in the possession of William March; probably it passed into the hands of Thomas Baret. By this suggestion we satisfy the language of the charter which says that in 1396 the tenement of Baret was bounded on the north by the tenement of William Chiselhampton.

63.

[The will of Robert Chislamptone.]

B. I. 45
May 2,
1415

In dei nomine Amen. Die Iouis proxima post festum apostolorum Philippi & Iacobi anno domini millesimo ccccxv^{mo} anno 2.2. Henrici quinti post conquestum ego Robertus Chislamptone burgensis de Oxonia condo testamentum meum in hunc modum; in primis lego animam meam Deo omnipotenti & beate Marie matri eius & omnibus sanctis & corpus meum ad sepeliendum in ecclesia beate Marie Magdalene. Item lego fabrice eiusdem ecclesie pro sepultura mea vi s. viii d.; item lego vicario eiusdem ecclesie xiii s. iiii d.; item lego clerico de eadem ecclesia iii s. iiii d.; item lego Willelmo Barbour optimam togam meam penulatam uiridis coloris cum capicio eiusdem secte; item lego Iohanni Chircheerd unum doupled cum capicio rubii coloris; item lego Thome Notingham unam togam bipartitam cum rubio & blodio; item lego Ricardo Sadeler unam tunicam duplicem de frys; item lego Waltero Scriuener unam armilausam duplicem de ruseto; item do & lego Henrico Capelano & Iohanne uxori sue unum tenementum situatum inter tenementum prioris sancte Frideswide in parochia predicta ex parte orientali & tenementum meum ex parte occidentali, habendum et tenendum predictum tenementum predictis Henrico & Iohanne uxori sue & heredibus ipsius Iohannis imperpetuum, tenendum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Item do & lego Iuliane uxori mee totum tenementum meum situm in hundredo extra portam borialem uille Oxonie in parochia beate Marie Magdalene, ex opposito cimiterii ecclesie beate Marie Magdalene & quinque shopas proximo adiacentes sub uno tecto cum selario & solariis & omnibus aliis pertinenciis suis, habendum & tenendum predictum tenementum & shopas cum celario & solariis cum eorum pertinenciis predicte Iuliane uxori mee ad terminum uite sue tenendum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta; et post decessum predicte Iuliane do, concedo & lego reuersionem tenementi predicti ac shoparum predictarum cum selario & solariis & omnibus pertinenciis suis domino Iohanni Feltone uicario eiusdem ecclesie, habendam & tenendam reuersionem tenementi predicti ac shoparum predictarum cum selario & solariis & omnibus eorum pertinenciis predictis domino Iohanni Feltone & assignatis suis, tenendam de capitalibus feodi per seruicia inde debita & consueta sub tali condicione quod si predictus Iohannes de Feltone

possit habere & obtinere licenciam regiam ad mortizandum, dandum & assignandum reuersionem tenementi ac shoparum predictarum ad sustendandum quemdam capellanum idoneum diuina calebraturum in capella beate Marie in eadem ecclesia pro anima mea & animabus omnium antecessorum meorum & omnium fidelium defunctorum, tunc uolo quod predicta disposicio tenementi predicti & shoparum predictarum stet & teneat imperpetuum. Et si predictus Iohannes Feltone licenciam regiam habere non possit in forma predicta, uolo quod predicta reuersio rectis heredibus meis remaneat imperpetuum. Item do & lego Agneti filie mee unum tenementum situm in parochia sancti Egidii in hundredo predicto, habendum sibi & heredibus eius imperpetuum, tenendum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Item lego Iuliane uxori mee totum statum meum quem habeo in uno tenemento quod teneo de priore sancte Frideswide in hundredo predicto. Residuum uero omnium bonorum meorum prius non legatorum lego Iuliane uxori mee. Et ad istud testamentum meum fideliter exequendum facio Iulianam uxorem meam & Gilbertum Burtone executores meos & uicarium ecclesie predicte superuisorem. In cuius rei testimonium huic presenti testamento meo sigillum meum apposui, hiis testibus, uicario ecclesie beate Marie Magdalene, Roberto Wakefeld, Iohanne Clerk & Willelmo Barbour. Dat' in hundredo predicto die & anno supradictis.

Endorsed. Uicesimo quarto die mensis Maii anno domini infrascripto probatum fuit presens testamentum coram nobis officiali domini archidiaconi Oxonie & pro eo per nos legitime pronunciatum, commissaque est administracio omnium bonorum dictum testamentum concernencium executoribus infrascriptis in forma iuris iuratis & per eosdem admiss*a*. Dat' Oxonie die, mense & anno domini supradictis.[1]

10. Gamage Hall. 64–8.

Passing north we come to Gamage Hall, which must have been a large tenement as it was worth more than 46*s.* 8*d.* a year at the beginning of the fourteenth century (see nos. 65 and 66). In 1326 it passed into the hands of Robert Overee, and its subsequent history is given under the next tenement. There was another Gamage Hall, apparently on the west side of St. Giles's, on or near the site of the Taylorian.[2]

[1] There is no endorsement of proof in the Mayor's Court.
[2] *Liber Albus,* p. 15.

64.

[John de Coleshulle grants his moiety of the messuage in fee-farm to John Covesgrave & Alice his wife.]

B. I. 48
Mar. 23, 1303

Sciant presentes & futuri quod ego Iohannes de Coleshulle burgensis Oxonie concessi, tradidi & dimisi & hoc presenti scripto indentato confirmaui ad feodifirmam Iohanni de Couesgraue & Alicie uxori sue medietatem unius mesuagii cum suis edificiis & cum omnibus aliis ubique pertinenciis in suburbio Oxonie extra portam borialem eiusdem uille, quam quidem medietatem dicti mesuagii habui ex legacione & assignacione Henrici Gamage in ultima uoluntate sua et quam medietatem tenui cum Andrea Culwart, cui predictus Henricus aliam medietatem legauit, tenendam nobis & heredibus nostris in perpetuum, et pro indiuiso tenebamus, habendam & tenendam predictam medietatem dicti mesuagii cum omnibus suis pertinenciis ut predictum est predicto Iohanni & Alicie & heredibus predicte Alicie & assignatis suis ad feodifirmam de me & heredibus meis & meis assignatis in perpetuum libere, quiete, bene & in pace & integre sicut ego prius illam tenui cum Andrea Culwart tenente aliam medietatem pro indiuiso cum libero introitu & exitu, reddendo inde per annum michi & heredibus meis ad feodifirmam uiginti solidos argenti ad quatuor anni terminos, uidelicet ad festum sancti Iohannis Baptiste quinque solidos, et ad festum sancti Michaelis archangeli quinque solidos, & ad festum sancti Thome apostoli quinque solidos, et ad festum Annunciacionis beate Marie uirginis in Marcio quinque solidos pro omnibus seruiciis, exaccionibus, consuetudinibus secularibus & demandis ad me uel ad heredes meos spectantibus, et faciendo pro me & heredibus meis capitalibus dominis feodi illius seruicia inde debita & consueta in perpetuum. Et ego [&c. warranty]. Pro hac autem concessione, tradicione, dimissione & huius scripti confirmacione dederunt michi predicti Iohannes de Couesgraue & Alicia uxor eius XVI libras sterlingorum pre manibus. In cuius rei testimonium tam ego dictus Iohannes de Coleshulle quam predicti Iohannes de Couesgraue & Alicia uxor eius huic presenti scripto ad modum cyrograffi confecto sigilla nostra alternatim apposuimus, cuius una pars remanet penes Iohannem de Coleshulle & altera penes Iohannem de Couesgraue & Aliciam uxorem eius, hiis testibus, Thoma de Sowy tunc maiore Oxonie, Iohanne de Doklingtone & Iohanne de Beuerle tunc balliuis uille eiusdem, Roberto de Wormenhale, Andrea de Pyrie, Thoma de

Henxseye, Ricardo Oueree, Ricardo de Dadingtone, Roberto de Welles & aliis. Dat' apud Oxoniam die Sabbati proxima ante festum Annunciacionis beate Marie anno regni regis Edwardi filii regis Henrici tricesimo primo.

65.

[Agatha Culvard grants her moiety of the messuage in fee-farm to Alice Fouk.]

Sciant presentes & futuri quod ego Agatha filia Andree Culuard de Oxonia in pura virginitate ac ligea potestate mea concessi, tradidi & dimisi & hoc presenti scripto meo confirmaui ad feodifirmam Alicie que fuit uxor Fulkonis le Leche de Oxonia medietatem unius mesuagii cum suis edificiis & cum omnibus aliis pertinenciis suis in suburbio Oxonie extra portam borealem eiusdem ville, quam quidem medietatem dicti mesuagii habui ex dono & feoffamento predicti Andree patris mei, cui Henricus Gamage quondam burgensis Oxonie, cuius fuerat integre totum mesuagium predictum, eandem medietatem in testamento suo legauit in ultima voluntate sua et aliam medietatem eiusdem mesuagii legauit Iohanni de Coleshulle de Oxonia, qui postea eandem medietatem suam prefate Alicie & heredibus suis ad feodifirmam concessit & assignauit & quam ipsa eadem Alicia & ego insimul & pro indiuiso tenebamus; habendam & tenendam predictam medietatem dicti mesuagii cum omnibus suis ubique pertinenciis ut predictum est prefate Alicie & suis heredibus uel assignatis ad feodifirmam de me & heredibus uel assignatis meis in perpetuum libere & in pace & integre sicut ego prius illam tenui cum eadem Alicia tenente aliam medietatem pro indiuiso cum libero introitu & exitu, reddendo inde annuatim michi & heredibus uel assignatis meis ad feodifirmam uiginti & sex solidos & octo denarios argenti ad quatuor anni terminos uidelicet [Mar. 25, Jun. 27, Sept. 29 & Dec. 21] pro omnibus seruiciis, exactionibus, consuetudinibus secularibus & demandis ad me uel heredes meos spectantibus, et faciendo nichilominus annuatim pro me & heredibus meis capitalibus dominis feodi illius seruicia inde debita & consueta in perpetuum. Et ego [&c. warranty]. Pro hac autem concessione, tradicione, dimissione, warantia & defencione dedit michi predicta Alicia nouem marcas sterlingorum pre manibus. In cuius rei testimonium parti huius scripti ad modum cirographi confecti quam liberaui prefate Alicie sigillum meum est appensum, et relique

B. 1. 49
Mar. 20, 1311

parti eiusdem scripti quam habeo ex liberacione predicte Alicie sigillum eiusdem Alicie est appensum; hiis testibus, Philippo de Wormenhale tunc maiore Oxonie, Henrico de Lenne & Willelmo de Pennarth tunc balliuis eiusdem uille, Andrea de Pyrie, Iohanne de Coleshulle, Ricardo de Dadintone, Ricardo Oueree, Iohanne le Cuilter, Willelmo Meke, Thoma Bost, Roberto de Well', Thoma de Pyri & aliis. Dat' apud Oxoniam die Sabbati in festo sancti Cuthberti episcopi anno regni regis Edwardi filii regis Edwardi quarto.

66.

[William Nichol and Alice Fouk his wife agree to quitclaim Gamage Hall to John Fouk.]

CIROGRAPHATUM

B. I. 46
Oct. 30,
1314

Inter Iohannem de Coleshulle de Oxonia ex una parte & Willelmum Nichol de Est Hanneye ex altera parte conuentum est in hunc modum uidelicet quod cum predictus Willelmus teneatur & obligetur per scriptum suum obligatorium prefato Iohanni in centum marcis sterlingorum soluendis eidem Iohanni ad festum Natiuitatis sancti Iohannis Baptiste proximo sequent' post harum confectionem prout in dicto scripto obligatorio eidem Iohanni inde confecto plenius continetur, idem tamen Iohannes uult & per presentes concedit quod si predictus Willelmus & Alicia Fouke uxor sua veniant ad curiam domini regis apud Westmonasterium citra festum Pentecost' proximo futurum post confectionem presencium & ibidem coram iusticiis domini regis de Banco recognoscant Iohanni filio Fulconis quondam cirurgici de Oxonia & Alicie sorori predicti Iohannis de Coleshulle unum mesuagium cum pertinenciis situm in suburbio extra portam borealem Oxonie in parochia sancte Marie Magdalene eiusdem suburbii, quod quidem mesuagium uocatur Gamagehalle, esse ius ipsorum Iohannis filii Fulconis & Alicie, habendum & tenendum sibi & heredibus de corporibus eorundem Iohannis filii Fulconis & Alicie legitime procreatis in perpetuum, ad tunc predictum scriptum obligatorium centum marcarum prefato Willelmo uel suo assignato statim liberetur & pro nullo ex tunc habeatur. Quod si predicti Willelmus & Alicia citra terminum predictum non uenerint nec dictam recognicionem ut premittitur faciant, tunc predictum scriptum obligatorium prefato Willelmo non liberetur, set remaneat pacifice prefato Iohanni de Coleshulle ut possit per eundem (*sic*) scriptum debitum

suum in eodem scripto contentum erga predictum Willelmum exigere & recuperare. Ad que premissa in omnibus fideliter facienda & obseruanda partes predicte se & heredes ac executores suos obligant utrobique per presens scriptum inter se indentatum, ad quod sigilla sua alternatim apposuerunt. Dat' Oxonie die Mercurii proxima post festum apostolorum Simonis & Iude anno regni regis Edwardi octavo,[1] hiis testibus, Thoma Bost, Petro de Hanneburghe, Willelmo de Ernesby, Ricardo Oueree, Willelmo Mek', Henrico de Bramptone, Iohanne de Shireburne, Iohanne de Iarme, Philippo de la Marche, Thoma le Hore, Thoma Baret & aliis.

The counterpart of B. I. 46. They fit together except that one deed has shrunk and is now slightly narrower than the other. **B. I. 47**

67.

[The will of John Fouk.]

B. I. 90 **July 12, 1326**

In nomine patris et filii et spiritus sancti Amen. Ego Iohannes Fouke senciens me uiam uniuerse carnis fore egressurum condo testamentum meum in hunc modum. In primis lego animam meam deo & corpus meum ad sepeliendum in cimiterio beate Marie Magdalene. Item do, lego Roberto Ouerhee & Iohanne uxori sue unum mesuagium cum pertinenciis in suburbio Oxonie situatum inter tenementum dicti Roberti ex parte boriali & tenementum domini Iohannis rectoris ecclesie de Mixbury ex parte australi in hundredo extra portam borialem Oxonie, habendum & tenendum totum mesuagium predictum cum suis pertinenciis predictis Roberto & Iohanne & heredibus de corporibus eorum legitime procreatis de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta in perpetuum. Si uero contingat predictos Robertum & Iohannam sine herede de corporibus eorum procreato decedere, quod absit, tunc mesuagium illud cum suis pertinenciis rectis heredibus ipsius Iohanne remaneat imperpetuum. Item lego omnia bona mea mobilia & immobilia predictis Roberto & Iohanne. Et ad hanc ultimam uoluntatem meam fideliter exequendam hos constituo executores meos, scilicet Robertum Ouerhee et Thomam de Pokelyngtone, Willelmum de Knaresborg. In cuius rei testimonium presentibus sigillum meum appositum est & appensum. Dat' in suburbio Oxonie die Sabbati proxima post festum

[1] Undoubtedly Ed. II is meant. Evidently William Nicholl was the third husband of Alice, who had previously married John de Covesgrave and Fulk le Leech.

Translacionis sancti Thome Martiris anno domini MCCCXXVI, regnique regis Edwardi filii regis E. vicesimo.

July 17, 1326 *Endorsed.* Sextodecimo Kalendas Augusti anno domini MCCC vicesimo sexto in ecclesia sancti Petri in Ballio Oxonie coram nobis decano Oxonie & domini Officialis eiusdem commissari*o* probatum fuit istud testamentum & administracio bonorum defuncti omnibus executoribus in testamento nominatis in forma iuris per nos commissa.

Aug. 1, 1326 *In another hand.* Probatum fuit istud testamentum die Ueneris in festo sancti Petri ad uincula anno regni regis Edwardi filii regis Edwardi uicesimo coram Willelmo de Burncestre maiore Oxonie & Iohanne de Hamptone & Ricardo Kary aldremannis eiusdem uille & aliis fidedignis tunc ibidem presentibus per testimonium & sacramentum Iohannis le Gurdlere & Ade Iarme testium iuratorum & examinatorum & in omnibus plene concordantium; propter quod pronunciatum est pro isto testamento tanquam legitime probato, et adiudicata est legatariis in isto testamento nominatis seisina de tenementis in isto testamento legatis; in cuius rei testimonium sigillum maioratus Oxonie est appensum.[1]

68.

[Four persons surrender to Robert Overee all their right in the tenement which had been dimised to Emma de Shilleye by Robert Overee.]

B. I. 52 Jan. 16, 1345 Nouerint uniuersi nos Emma [*sic*] de Shilleye, Iohannes de Shilleye, Andreas de Ayllesdone & Emma uxor eius concessisse, dimisisse, tradidisse & sursum reddidimus [*sic*] Roberto de Oueree totum ius & clamium quod habuimus, habemus seu quouismodo habere poterimus in futurum in quodam tenemento & celarario [*sic*] eidem tenemento annexo & suis pertinenciis in suburbio extra portam borialem Oxonie, quod quidem tenementum cum celario situatur inter tenementum Rogeri de Walcote[2] ex parte una & tenementum Iohannis Mymmes[3] ex parte altera, & quod quidem celarium nos predicti Emma, Iohannes, et Emma uxor predicti Andree habuimus ex concessione & dimissione predicti Roberti ad terminum uite ipsius Roberti, & quod quidem tenementum ego predicta Emma de Shilleye mater predictorum Iohannis & Emme habui ad terminum uite mee ex traditione &

[1] With seals ot the rural deanery and the mayoralty.

[2] See no. 71; apparently he was the tenant of the northern half of Gamage Hall.

[3] See no. 57.

dimissione predicti Roberti; habendum & tenendum totum statum nostrum predicto Roberto Overee, heredibus ac assignatis suis quod [*sic*] habuimus ex dimissione ipsius Roberti de capitalibus dominis feodi illius per seruicia inde debita & consueta. In cuius [&c. sealing], hiis testibus, Ricardo de Iargeuille, Iohanne Saucer, Stephano de Meritone, Willelmo de Bramptone, Adam de Chisilhamptone, Rogero de Walcote & aliis. Dat' in suburbio extra portam borealem Oxonie die dominica proxima post festum sancti Hillarii anno regni regis Edwardi tercii post conquestum decimo octauo.

11. Overhee's Tenement. 69–71.

North of Gamage Hall was a tenement which was held in 1279 by John de Esseborn,[1] and in 1291 by Richard Overhee; deed no. 69 says that it had belonged to Richard de Blockele. Between 1368 and 1373 it seems to have been occupied but not owned by the family of Chiselhampton. In 1373 it returned into the hands of John le Dyer and Emma his wife, who was heiress of Robert Overee (see no. 83). In the same year they gave to Balliol a curtilage and three tofts adjacent to one another, the tofts being this tenement and the two moieties of Gamage Hall.

69.

[The will of Isolda Overhee.]

In dei nomine Amen. Die Iouis proxima post festum Omnium Sanctorum anno domini MCCC septimo ego Isolda uxor Ricardi Ouerhee condo testamentum meum in hunc modum; in primis [lego][2] animam meam deo, beate Marie & omnibus sanctis & corpus meum ad sepeliendum in cimiterio ecclesie sancte Marie Magdalene Oxonie. Item lego summo altari eiusdem ecclesie II solidos; item capellano beate Virginis eiusdem ecclesie xii d.; item Rogero clerico eiusdem ecclesie vi d.; item lego in cera & cilicio[3] die sepulture mee xx s., ita quod cera precii dimidie marce remaneat in ecclesia sancte Marie Magdalene predicte & residuum dispositioni executorum meorum sine aliqua contradictione seu calumpnia; item lego eodem die in pane pauperibus erogandos xx s.; item in expensis amicorum meorum & executorum & aliorum eodem die I marcam; item lego cuidam capellano celebranti missam pro anima mea in ecclesia predicta per unum annum integrum post decessum meum LII solidos

B. I. 51
Nov. 6, 1307

[1] *Hundred Rolls*, ii. 808. [2] Omitted in MS. [3] cilicō, MS.

eleccioni executorum meorum; item lego Ricardo filio Ricardi mariti mei x s.; item lego Roberto fratri suo x s.: item lego Cristine filie predicti Ricardi mariti mei mantellum meum de uiridi meli*orem*, unam tunicam de uiridi cum uno capucio de uiridi cum furrura; item lego Elene nepte mee mantellum meum de murrey cum furrura, unam robam de pounas'; item do & lego Roberto filio Ricardi Ouerhe & Elene filie Iohannis de Blockele nepte mee totum illud tenementum cum omnibus suis pertinenciis quod habui ex dono Ricardi de Blockele quondam fratris mei quod situm est in suburbio Oxonie in parochia predicta inter tenementum Ricardi de Dadingtone ex parte boreali & tenementum Andrei [*sic*] Culuerd & Alicie Foukes ex parte australi; habendum & tenendum predictum tenementum cum omnibus pertinenciis predictis Roberto & Elene aut eorum uni diucius uiuenti, sibi, heredibus suis & assignatis de capitalibus dominis feodi per seruicia inde debita & consueta imperpetuum. Item lego Ade le Parmenter seruienti meo II solidos. Item lego Roberto filio Walteri Bost I coclear [*sic*] argenteum. Item Thome filio Roberti de Brackele I coclear argenteum. Item lego Isolde filie Thome Bost unum anulum aureum. Item Sarre filie Iohannis de Sancto Egidio VI denarios. Item lego Agneti uxori Roberti de Brackele I firmaculum aureum paruum. Item cuilibet filiolis meis & filiabus in testamento prius nominatis III denarios. Item lego totum residuum omnium bonorum meorum tam mobilium quam immobilium part*i* mee contingentium ut in cat*allis* Ricardo marito meo ut ipse inueniat Elene nepte mee predicte sustentacionem in uictu & uestitu ad terminum uite sue pro labore suo. Huius igitur testamenti complend*i* ordino, facio & constituo executores meos Ricardum maritum meum & Iohannem le Lumener ut ipsi ordinent & disponant in forma predicta prout anime mee melius uiderint expedire. Iterum [*sic*] lego Elene nepte mee II tape*tas* cum II linth*eaminibus*. Item Cristine filie mariti mei unum lectum honestum. Item Iohanni filio Iohannis de Farendon I firmaculum aureum. In cuius rei testimonium huic testamento meo sigillum meum patent' & claus' est appensum. Et actum fuit istud testamentum die Iouis predicto anno regni regis Edwardi filii regis Edwardi primo. Hiis testibus, Iohanne de Waltham, Henrico de Beumond, Roberto le Barbor, Waltero Golde, Philippo de Mixebury & aliis.

Endorsed. Hoc testamentum probatum fuit coram nobis officiali Oxonie apud Oxoniam die Sabbati proxima post festum sancti Thome apostoli anno domini MCCC septimo; et commissa administracio

bonorum defuncte executoribus in testamento nominatis in forma consueta.

Another endorsement. Die Iouis proxima post festum Omnium Sanctorum presentibus Roberto perpetuo uicario, Iohanne de Waltham, Philippo le Welere, Rogero de Stoke, Philippo de Mixebury.[1]

70.

[Richard de Dammory dimises a vacant plot to Adam de Chisilhampton.]

Sciant presentes & futuri quod ego Ricardus de Dammory de Hedyndone concessi, dimisi & tradidi Ade de Chisilhamptone & Isabelle uxori sue totam illam vacuam placeam iacentem in hundredo extra portam borealem Oxonie in parochia beate Marie Magdalene inter tenementum predicti Ade ex parte australi & tenementum quod fuit Iohannis le Saucer ex parte boreali; habendam [&c.] predictis A. & I. & heredibus ac assignatis suis in perpetuum reddendo inde annuatim capitali domino feodi illius seruicia inde debita & consueta. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne Plomer, Reginaldo Westouere, Iohanne Grettone & aliis. Dat' in predicto hundredo die Mercurii proxima ante festum Pentecost', anno regni regis Edwardi tercii post conquestum quadragesimo secundo.[2]

B. I. 53 May 24, 1368.

71.

[Isabella de Chisilhampton surrenders to John le Dyer all her right.]

Nouerint uniuersi me Isabellam que fui uxor Ade de Chisilhamptone, quod (*sic*) cum nuper nos predicti A. & I. tenuerimus unum mesuagium[3] cum pert. in hundredo & suburbio extra portam borealem Oxonie in parochia beate Marie Magdalene situatum inter tenementum quod fuit Galfridi le Saucer ex parte [boreali][4] & tenementum quod tenet Rogerus de Walcote[5] ex parte australi, ac eciam unam placeam cum curtilagio & pertinenciis in suburbio & hundredo in parochia predicta infra inclusum porte[6] situate inter tenementum magistri & fratrum hospitalis sancti Iohannis extra portam orientalem

B. I. 54 July 17, 1373

[1] Originally with two seals, of which one remains.

[2] A. 2. 46 contains an early transcript of this charter. Richard de Dammory was not owner of this plot, but lord of the manor in which it was situated.

[3] In the previous deed it is styled *placea*, and in no. 83 it is a toft. Probably the word *mesuagium* was copied from an earlier charter.

[4] Not in MS.

[5] See no. 68.

[6] P*ar*oste, MS.; no. 83 reads *porte*; the meaning is somewhat obscure.

Oxonie ex parte boreali & tenementum Galfridi le Saucer ex parte australi, sursum reddidisse totum ius meum in predicto mesuagio ac etiam in predicta alia placea cum omnibus suis pert., prout habuimus & tenuerimus (*sic*) ex concessione & tradidicione (*sic*) Roberti Ouerhe de Oxonia ad terminum vite mee & predicti Ade, Iohanni le Dieghere de Sloutre heredibus ac assignatis suis & Emme uxori sue & heredibus ac assignatis suis imperpetuum; ita quod nec ego [&c.]; in cuius [&c. sealing], hiis testibus Ricardo de Adyntone, Iohanne de Grettone, Thoma de Wormenhale, Willelmo Chisilhamptone & aliis. Dat' in hundredo predicto die dominica proxima ante festum beate Marie Magdalene, anno regni regis Edwardi tercii post conquestum quadragesimo septimo.

12. Thorald's Tenement. 72–8.

Next to the north was a tenement which was once held by Henry Gamel (see no. 89) and in 1291 was in the hands of Richard de Dadington. In 1339 it is found in the hands of John Torald or Thorald. It was acquired by the Master of Balliol in 1422 and possibly did not become the property of the College until 1436.

72.

[John Thorald grants his tenement to John le Saucer.]

B. I. 55 May 7, 1339 Sciant presentes & futuri quod nos Iohannes Torald de Oxonia & Agnes uxor mea dedimus, concessimus & hac presenti carta nostra confirmauimus Iohanni le Saucer de Oxonia unum mesuagium cum pertinenciis in suburbio & hundredo extra portam borialem Oxonie situatum in parochia beate Marie Magdalene inter tenementa Roberti Ouerhee ex utraque parte, in escambium pro quodam mesuagio in Oxonia quod uocatur la Saucerhalle in parochia sancte Mildrede inter tenementum prioris & conuentus sancte Frideswyde ex parte una & tenementum Margarete la Peyntour ex parte altera; habendum [&c.] prefato Iohanni le Saucer & heredibus ac assignatis suis in escambium ut predictum est libere, bene & in pace de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta imperpetuum. Et nos [&c. warranty]. Pro hac autem donacione, concessione & presentis carte confirmacione & warancia dedit nobis predictus Iohannes le Saucer predictum mesuagium cum suis pertinenciis situatum in parochia sancte Mildrede predicte in escambium ut premittitur. In cuius [&c. sealing], hiis testibus, Ricardo de Iarpunuille, Willelmo de Knaresburghe seniore, Willelmo de Welles, Iohanne de Sotertone,

Iohanne Baret, Iohanne de Sistone & aliis. Dat' in suburbio & hundredo extra portam borialem Oxonie die Veneris in crastino Ascencionis domini anno regni regis Edwardi tercii post conquestum terciodecimo.

73.

[The will of John le Sauser.]

In dei nomine Amen. Die Mercurii proxima post festum Ascen- B. 1. 56
cionis domini anno domini millesimo trecentisimo tricesimo nono, ego May 12,
Iohannes le Saucer burgensis Oxonie condo testamentum meum in hunc 1339
modum. In primis lego animam meam deo & corpus meum ad sepeliendum in ecclesia sancte Marie Magdalene in suburbio Oxonie. Item lego domino Roberto uicario ecclesie predicte tres solidos; item Willelmo clerico eiusdem ecclesie sex denarios; item operi ecclesie duodecim denarios; item lego Agneti de Aynho duos solidos & unam robam de blueto. Item do & lego Iohanne uxori mee totum tenementum meum in suburbio Oxonie quod nunc inhabito cum shopis & aliis pertinenciis suis, quod quidem mesuagium cum shopis situatur inter tenementum abbatis & conuentus de Oseneye ex una parte & tenementum Iohannis le Peyntour ex altera parte; habendum & tenendum eidem Iohanne ad totam uitam suam, et post decessum ipsius Iohanne dictum tenementum cum shopis & aliis pertinenciis rectis heredibus reuertatur seu remaneat imperpetuum. Item do & lego Galfrido le Saucer filio meo unum mesuagium cum pertinenciis in dicto suburbio situatum inter tenementa Roberti Ouerhe ex utraque parte, habendum & tenendum eidem Galfrido ad totam uitam suam reddendo inde annuatim Iohanne uxori mee decem solidos ad festa Annunciacionis beate Marie & sancti Michaelis per equales porciones ad totam uitam ipsius Iohanne; et post decessum predicti Galfridi predictum mesuagium cum pertinenciis Iohanni & Stephano filiis ipsius Galfridi remaneat, habendum & tenendum eisdem Iohanni & Stephano & heredibus de corporibus eorum legitime procreatis imperpetuum. Et si predicti Iohannes & Stephanus sine heredibus de corporibus eorum legitime procreatis decedant, tunc dictum mesuagium cum pertinenciis ad heredes meos reuertatur. Residuum uero omnium bonorum meorum non legatorum deductis expensis meis funerariis & debitis lego prefate Iohanne uxori mee. Ad istud igitur testamentum meum fideliter exequendum prefatam Iohannam uxorem meam & Iohannem filium meum ordino, facio & constituo executores meos.

Endorsed. Tercio Nonas Octobris anno domini millesimo ccc tricesimo nono apud Oxoniam coram nobis domini archidiaconi Oxonie officiali probatum fuit istud testamentum et administracio omnium bonorum defuncti omnibus executoribus in eo nominatis in forma iuris per nos commissa.

In another hand. Memorandum quod die Veneris proxima post festum sancti Hillarii anno regni regis Edwardi tercii post conquestum terciodecimo probatum fuit istud testamentum coram Willelmo de Burcestre tunc maiore uille Oxonie, Ricardo Cary, Stephano de Adyntone, Andrea de Wormenhale & aliis fidedignis tunc ibidem presentibus per sacramentum & testimonium Iohannis de Langrysshe & Stephani de Bramptone testium super isto testamento iuratorum & examinatorum, qui in omnibus & singulis articulis probacionem eiusdem testamenti contingentibus concordarunt; propter quod pronunciatum est pro isto testamento tanquam legitime probato & seisina tenementorum in isto testamento contentorum legatariis in isto testamento nominatis iuxta formam iuris & secundum consuetudinem dicte uille Oxonie adiudicata fuit & concessa. In cuius rei testimonium sigillum maioratus Oxonie presenti testamento est appensum.

In another hand. Memorandum quod die Martis proxima ante festum Annunciacionis beate Marie anno regni regis Edwardi tercii post conquestum terciodecimo [1] in hundredo extra portam borialem Oxonie probatum fuit istud testamentum coram Thoma de Wodeford seneschallo & sectatoribus hundredi per sacramentum & testimonium Stephani de Brumptone & Thome Childe super isto testamento iuratorum & examinatorum, qui in omnibus & singulis articulis probacionem eiusdem testamenti contingentibus concordarunt. Propter quod pronunciatum est pro isto testamento tanquam legitime probato & seisina tenementorum in isto testamento contentorum legatariis in isto testamento nominatis iuxta formam iuris & secundum consuetudinem dicti hundredi adiudicata fuit & concessa.

74.

[John le Sauser jun. leases the tenement to William Blythebury.]

B. I. 57 Aug. 24, 1394

Hec indentura testatur quod Iohannes Sauser de Oxonia sadeler tradidit & ad firmam dimisit Willelmo Blythebury de eadem villa unum

[1] This is a slip of the scribe for quartodecimo. The date would then be Mar. 21, 1340.

mesuagium cum pertinenciis situatum in hundredo extra portam borialem Oxonie inter unum gardinum magistri & scolarium de le Baliolhalle ex parte australi & unum introitum eorundem magistri & scolarium ex parte boriali, habendum & tenendum predictum mesuagium cum pertinenciis prefato Willelmo a festo sancti Michaelis proximo futuro post datam presencium usque ad finem septem annorum proximo sequencium plenarie completorum, reddendo inde annuatim prefato Iohanni Sauser, heredibus uel assignatis suis tresdecim solidos & quatuor denarios in festis sancti Michaelis, Natalis Domini, Annunciacionis beate Marie Virginis & Natiuitatis sancti Iohannis Baptiste per equales porciones, ita uidelicet quod si predicta annua firma ad aliquem terminum quo solui debeat aretro fuerit in parte uel in toto per quindenam quod extunc bene liceat predicto Iohanni Sauser, heredibus vel assignatis suis in predicto mesuagio cum pertinenciis distringere & districciones sic captas abducere, asportare & penes se retinere quousque de predicta annua firma simul cum arreragiis si que fuerint eisdem plenarie fuerit satisfactum. Et si sufficiens districcio in predicto mesuagio cum pertinenciis inueniri non poterit, extunc bene liceat prefato Iohanni Sauser heredibus uel assignatis suis in predicto mesuagio cum pertinenciis intrare & rehabere, conuencione inde facta non obstante. Et predictus Willelmus omnes domos & parietes & eciam omnia necessaria predict*o* mesuagi*o* durante termino predicto emendabit, reparabit & sustentabit sumptibus suis propriis & expensis. Et in fine illius termini illud mesuagium cum pertinenciis in adeo bono statu seu meliori quo illud recepit dimittet. Et predictus Iohannes & heredes sui predictum mesuagium cum pertinenciis prefato Willelmo in forma predicta durante termino predicto contra omnes gentes warantizabunt & defendent. In cuius rei testimonium sigilla parcium predictarum partibus huius indenture alternatim sunt appensa, hiis testibus, Thoma Houkyn, Willelmo Duc, & Willelmo Reuel & aliis. Dat' in hundredo predicto in festo sancti Bartholomei apostoli anno regni regis Ricardi secundi post conquestum Anglie decimo octauo.

75.

[John le Sauser grants it to William Blythebury.]

Sciant presentes & futuri quod ego Iohannes Sauser filius & heres Alicie Sauser dedi, concessi & hac presenti carta mea confirmaui Willelmo Blythebury de Oxonia unum mesuagium cum pertinenciis B. I. 58 June 15, 1396

in suburbio & hundredo extra portam borialem ville Oxonie in parochia beate Marie Magdalene, quod quidem mesuagium situatum est inter unum gardinum magistri & scolarium de le Balyolhall ex parte australi & unum introitum eorundem magistri & scolarium ex parte boriali; habendum [&c.] prefato Willelmo, heredibus ac assignatis suis imperpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Gilberto Burtone tunc seneschallo de hundredo predicto, Thoma Houkyn, Ricardo atte Celer, Willelmo Reuelle, Willelmo Doke alias Cooke & aliis. Dat' infra hundredum predictum die Martis proxima post festum sancti Barnabe apostoli anno regni regis Ricardi secundi post conquestum Anglie decimo nono.

76.

[William Blythebury grants it to Thomas and John Chace.]

B. 1. 59
May 4, 1422

Sciant presentes & futuri quod ego Willelmus Blythebury de Oxonia dedi, concessi & hac presenti carta mea confirmaui Thome Chace & Iohanni Chace clericis unum mesuagium cum pertinenciis situatum in hundredo siue suburbio extra portam borialem Oxonie in parochia sancte Marie Magdalene inter gardinum magistri de Bayliolhalle ex parte australi & quendam introitum eorundem magistri & scolarium ex parte boriali, quod quidem mesuagium cum pert. nuper habui ex dono & feoffamento Iohannis Saucer filii & heredis Alicie Saucer; habendum [&c.] prefatis T. & I., heredibus & assignatis suis imperpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Waltero Snappe senescallo hundredi predicti, Roberto Stratteford, Iohanne Whatele, Ricardo Warrewyke, Michaele Nortone & aliis. Dat' in hundredo predicto quarto die Maii anno regni regis Henrici quinti post conquestum decimo.

77.

[Thomas and John Chace dimise a portion of it to William Blythebury and his wife.]

B. 1. 60
May 7, 1422

Sciant presentes & futuri quod nos Thomas Chace & Iohannes Chace clerici concessimus, dimisimus & hoc presenti nostro indentato [*sic*] confirmauimus Willelmo Blythebury de Oxonia & Agneti uxori eius illud mesuagium [&c. as in B. 1. 59 . . .] boriali, quod quidem

mesuagium nuper habuimus ex dono & feoffamento predicti Willelmi, excepto & reseruato nobis heredibus & assignatis nostris toto illo spacio terre existente infra mesuagium predictum inter aulam & gardinum super quod nuper erat quadam [*sic*] camera edificata, quod quidem spacium terre continet in longitudine quadraginta quatuor pedes cum liberis ingressu & egressu nobis & nostris cum equis, feno & omnibus aliis necessariis nostris tam de die quam de nocte quociens nobis oportunum fuerit; habendum [&c.] prefatis W. & A. ad totum terminum vite eorundem Willelmi & Agnetis & eorum alterius diucius uiuentis, reddendo inde annuatim durante termino predicto nobis & heredibus nostris unam rosam rubeam in festo Natiuitatis sancti Iohannis Baptiste si petatur. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Waltero Snappe senescallo hundredi predicti, Roberto Stratteford, Iohanne Whatele, Ricardo Warrewyke, Michaele Nortone & aliis. Dat' in hundredo predicto septimo die Maii anno regni regis Henrici quinti post conquestum decimo.

78.

[Thomas and John Chace grant it to William Brandone.]

Sciant presentes & futuri quod nos Thomas Chace & Iohannes Chace clerici dedimus, concessimus & hac presenti carta confirmauimus Willelmo Brandone clerico unum mesuagium cum pertinenciis situatum in hundredo siue suburbio extra portam borialem Oxonie in parochia sancte Marie Magdalene inter gardinum [&c. as in no. 76 . . .] boriali, quod quidem mesuagium cum pertinenciis nuper habuimus ex dono & feoffamento Willelmi Blythebury de Oxonia; habendum [&c.] prefato Willelmo Brandone, heredibus & assignatis suis imperpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Willelmo Mermyon senescallo hundredi predicti, Iohanne Hauyle, Stephano Braywelle, Henrico Berwyke, Matheo Glouere & aliis. Dat' in hundredo predicto in uigilia Natalis Domini anno regni regis Henrici sexti post conquestum quintodecimo.[1]

B. I. 61
Dec. 24, 1436

[1] Seal, red, circular, $1\frac{3}{4}$ in., a chevron between three lions' heads SIGILLV MAGISTRI THOME CHACE. Thomas Chace was Master 1411–27; William Brandon 1429–50.

13. BALEHORNE'S. 79-89.

The next tenement is known in Oseney Rentals by the name of Balehorne's, because a man of that name gave to the abbey a quitrent here. From the same rentals we learn that it was owned by Henry le Sauser about the years 1255 to 1275. It seems that the eastern part of this tenement was given to Balliol in 1291 (see tenement no. 3) by John le Sauser of whom there is mention in deed no. 80. According to Oseney Rentals the rent of seven shillings was paid in 1317 by Robert Overee and in 1324 by Cristiana Overee ; deed no. 80 suggests that the former was only the tenant, but that the latter was owner. From the family of Overee it descended to the wife of John le Dyer, who sold it to Balliol in 1373, by the name of a curtilage, together with tenements 10 and 11. Although the king's licence to hold these lands was not obtained until 1386, they are described as the property of the College in deed no. 58, which is of the year 1378.

79.

[Adam Loudin and Juliana his wife grant a messuage to Richard de Dadington and Matilda his wife.]

B. I. 87
c. 1280

Sciant presentes & futuri quod ego Adam Loudin [*sic*] & Iuliana[1] uxor mea unanimi consensu ac bona uoluntate nostra dedimus, concessimus et hac presenti carta nostra confirmauimus Ricardo de Dadingtone & Matilde uxori sue totum illud mesuagium cum omnibus pertinenciis suis quod situm est inter mesuagium dictorum Ricardi & Matilde ex una parte & mesuagium quod quondam fuit Iohannis de Asseburne ex altera in parochia beate Marie Magdalene in suburbio Oxonie ; habendum & tenendum dictum mesuagium cum omnibus pertinenciis suis predictis Ricardo & Matilde & heredibus suis uel suis assignatis libere, quiete, bene & in pace hereditarie in perpetuum ; reddendo inde annuatim dicti R. et M. & heredes sui uel sui assignati abbati Oseneye & suis successoribus septem solidos ad terminos statutos, nobis uero & heredibus nostris uel nostris assignatis unum clauum gariophili ad Pascha pro omni seruicio seculari & demanda. Nos uero predicti A. & I. & heredes nostri uel nostri assignati dictum mesuagium cum omnibus pertinenciis suis predictis R. & M. & heredibus suis uel suis assignatis contra omnes mortales tam Cristianos

[1] Possibly Juliana Budde, who held it in 1279 according to the *Hundred Rolls*. The mention of the rent of seven shillings to Oseney proves that this deed must refer to the tenement next to Gamel's on the north site.

quam Iudeos warentizabimus, atquietabimus & defendemus per predictum redditum in perpetuum. Pro hac autem donacione, concessione & presentis carte confirmacione, warentizacione, acquietacione & defensione dederunt nobis predicti R. & M. decem marcas sterlingorum pre manibus in gersummam. In cuius [&c. sealing], hiis testibus, Roberto de Welles tunc balliuo hundredi extra portam borealem Oxonie, Waltero Bost, Henrico filio Milonis, Nicholao de Gersingdone, Willelmo de Bramptone, Iohanne de Dodeford, Nicholao le Chapeler, Hugone de Merse, Paulino de Criditone & aliis.

80.

[Henry de Lynne grants to Cristina Overhee a plot which John le Sauser had assigned to him.]

Sciant presentes & futuri quod ego Henricus de Lynne burgensis Oxonie dedi, concessi & hac presenti carta confirmaui Cristine Ouerhee totam placeam meam cum suis pertinenciis in escambium quam habui ex concessione & assingnacione Iohannis le Sauser de Oxonia cum omnibus edificiis in predicta placea appositis, et quam quidem placeam eadem Cristina tenuit de me ad terminum uite cuiusdam Ricardi de Dadyngtone, et est sita in suburbio Oxonie in parochia beate Marie Magdalene inter tenementum Thome de Bolehurste uersus uiam regiam ex parte una & tenementum magistri hospitalis sancti Iohannis Oxonie ex parte altera, habendam & tenendam predictam placeam cum omnibus ubique suis pertinenciis predicte Cristine, heredibus & assignatis suis imperpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et ego predictus Henricus & heredes mei predictam placeam cum omnibus pertinenciis suis supradictis [&c. warranty]. Pro hac autem donacione, concessione & presentis carte mee confirmacione, warantia & defensione dedit michi predicta Cristina in escambium quandam seldam in Oxonia situatam in parochia sancti Michaelis ad portam borialem inter tenementum quondam Emme Sewy ex parte boriali & tenementum abbatis & conuentus de Oseneye ex parte australi & uiginti solidos sterlingorum pre manibus. Et ut [&c. sealing], hiis testibus, Iohanne de Hamptone tunc maiore Oxonie, Rogero Mymycan & Henrico de Edrope tunc balliuis eiusdem ville, Willelmo de Burcestre, Ricardo Cari, Iohanne Culuerd, Andrea de Wormenhale, Iohanne filio Willelmi Bost, Thoma de Saunforde tunc balliuo hundredi extra portam borialem Oxonie, Iohanne le Sauser, Thoma Bost,

B. i. 62
Nov. 15, 1320

Henrico de Bramptone, Roberto de Pirie, Waltero de Erneby, Roberto Overhee & aliis. Dat' in hundredo supradicto die Sabbati proxima post festum sancti Martini anno regni regis Edwardi filii regis Edwardi terciodecimo.

81.

[Robert de Overhee grants a lease of it to Adam de Chiselhampton.]

B. i. 63
Sep. 30,
1339

Pateat uniuersis quod ego Robertus de Overhee de Oxonia concessi, dimisi & tradidi Ade de Chiselhamptone bucher de Oxonia totam placeam meam cum supraedificiis & pertinenciis in suburbio & hundredo extra portam borealem Oxonie in parochia beate Marie Magdalene sicut certis bundis & metis limitatur; que quidem placea iacet inter tenementum magistri & fratrum hospitalis sancti Iohannis extra portam orientalem Oxonie ex parte una & tenementum Galfridi le Saucer ex parte altera; habendam & tenendam dictam placeam cum superedificiis & pertinenciis prefato Ade ad terminum uite sue de me prefato Roberto heredibus ac assignatis meis, reddendo inde annuatim michi, heredibus ac assignatis meis quinque solidos sterlingorum ad quatuor anni terminos principales & usuales in Oxonia per equales porciones. Et dictus Adam dictam placeam cum superedificiis & suis pertinenciis durante uita sua suis sumptibus propriis competenter sustentabit et defectus in eisdem cum necesse fuerit reficiet & emendabit. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Ricardo de Iarpunuille, Iohanne de Sutertone, Willelmo de Well', Galfrido le Saucer, Waltero le Coupere, Thoma de Pokelyntone, Iohanne de Londone clerico & aliis. Dat' in suburbio & hundredo predicto die Iouis proxima post festum sancti Michaelis archangeli anno regni regis Edwardi tercii post conquestum tercio decimo.

82.

[Joan le Sauser quitclaims her right in it to Adam de Chiselhamton.]

B. i. 64
Feb. 16,
1340

Pateat uniuersis per presentes quod ego Iohanna que fui uxor Iohannis le Sauser de Oxonia remisi, relaxaui & imperpetuum quietum clamaui Ade de Chiselhamtone bocher de Oxonia, heredibus ac assignatis suis totum ius & clamium quod habui, habeo seu quouis iure habere potero racione dotis per decessum dicti Iohannis quondam

uiri mei uel alterius iuris cuiuscumque in quadam placea cum pertinenciis in suburbio & hundredo extra portam borialem Oxonie in parochia beate Marie Magdalen iacente inter tenementum magistri & fratrum hospitalis sancti Iohannis extra portam orientalem Oxonie ex parte una & tenementum Galfridi le Sauser ex parte altera ; ita uero quod nec ego [&c.] ; in cuius [&c. sealing], hiis testibus, Ricardo de Iarpunuille, Willelmo de Well', Iohanne de Sutertone, Willelmo de Cnaresburghe, Willelmo de Bramptone, Stephano de Meritone, Roberto le Brus, Thoma de Pokelyngtone & aliis. Dat' in suburbio & hundredo predictis sextodecimo die mensis Februarii anno regni regis Edwardi tercii post conquestum quartodecimo.[1]

83.

[John le Dyer grants three tofts and a curtilage to certain trustees of the College.]

Sciant presentes & futuri quod nos Iohannes le Deighere[2] de Sloghtre Inferiori & Emma uxor eius, heres Roberti de Ouerhee de Oxonia dedimus, concessimus & hac presenti carta nostra confirmauimus Thome Tyrwyt, Roberto Underhulle, Hamundo Hascham, & Thome Lynlowe clericis tria tofta cum uno curtilagio cum eorum pertinenciis in suburbio & hundredo extra portam borialem Oxonie in parochia sancte Marie Magdalene, que tria tofta coniunctim iacent inter tenementum quondam Ade de Chiselhampton ex parte australi & tenementum quondam Galfridi le Sauser ex parte boriali ; dictum uero curtilagium iacet in eadem parochia infra inclusum porte situate (*sic*) inter tenementum magistri & fratrum hospitalis sancti Iohannis extra portam orientalem Oxonie ex parte boriali & tenementum Galfridi le Sauser ex parte australi, que tofta & curtilagium quondam fuerunt predicti Roberti Ouerhee : habenda [&c.] prefatis T., R., H., & T. & heredibus eorum ac eorum assignatis de capitalibus dominis feodorum illorum per seruicia inde debita & de iure consueta imperpetuum. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne Hertwell tunc maiore ville Oxonie, Ricardo de Salesbury & Waltero Torre tunc balliuis eiusdem uille, Willelmo le Northerne, Willelmo de Codeshale, Iohanne Gibbes, Iohanne de Wyndesore, Iohanne Grettone, Reginaldo Westouere, Ricardo de Adyntone, Willelmo de Chiselhamptone, Iohanne de Norhamptone clerico &

B. i. 65
July 27, 1373

[1] This deed need not imply that Adam de Chiselhamton became the owner of this property.
[2] See no. 71.

aliis. Dat' apud Oxoniam vicesimo septimo die Iulii anno regni regis Edwardi tercii post conquestum Anglie quadragesimo septimo.

Endorsed. Ista carta recognita fuit in hustengo Oxonie tento ibidem coram maiore & balliuis eiusdem ville die Lune proxima post festum sancti Andree apostoli anno regni regis Edwardi tercii post conquestum xlviii; et super hoc Emma uxor Iohannis le Deighere de Sloghtre Inferiori infra nominata examinata fuit & confessa & donacioni, concessioni & confirmacioni infra scriptis omnino consenciit (*sic*) & foris affidavit. Et sic irrotulatur in eodem hustengo.

84.

[An agreement between John le Dyer and the trustees, mentioning that the price of the properties was £10.]

B. i. 66 July 28, 1373

Hec indentura facta inter Iohannem le Deighere de Sloghtre ex parte una & Thomam Tyrwyt, Robertum Underhulle, Hamundum Hascham & Thomam Lynlowe clericos ex parte altera testatur quod cum predictus Iohannes teneatur & obligetur prefatis T., R., H., & T. in uiginti libris argenti per quoddam scriptum obligatorium apud Oxoniam inde confectum, soluendis ibidem in festo sancti Andree apostoli proximo futuro post datam confeccionis presencium: necnon cum predicti T., R., H., & T. teneantur & obligentur prefato Iohanni le Deighere in uiginti libris argenti per quoddam suum scriptum obligatorium apud Oxoniam inde confectum, soluendis loco & festo predictis prout in eisdem scriptis plenius continetur; tandem ita conuentum est inter partes predictas, uidelicet quod si predictus Iohannes le Deighere venire faciat Emmam uxorem eius apud Oxoniam coram maiore & balliuis eiusdem ville citra dictum festum sancti Andree apostoli proximo futurum post datam confeccionis presencium vel in eodem festo ad ultimum & quandam cartam feoffamenti simplicis per eosdem I. & E. de tribus toftis & uno curtilagio in suburbio & hundredo extra portam borialem Oxonie iacentibus prefatis T., R., H., & T. nuper factam in iudicio recognouerit esse factum & uoluntatem ipsius Emme & hoc recordari pecierit recipiendo tunc ab eisdem T., R., H., & T. decem libras argenti pro vendicione tenementorum predictorum, si tunc prefatis T., R., H., & T. dicta tenementa possidere placuerit; et si non placuerit eis dicta tenementa ulterius tunc possidere, dictique T., R., H. & T. de eisdem tenementis prefatos I. & E. refeoffauerint recipiendo de eisdem I. & E.

quadraginta solidos argenti quos idem Iohannes ab eis per prius cepit, extunc dicta uero duo scripta obligatoria omni suo careant vigore & pro nullis penitus habeantur. Siqui vero parcium predictarum in aliquo eorum conuencionum predictarum defecerint, stet suum scriptum obligatorium in suo robore & effectu. In cuius rei testimonium partes predicte huic indenture sigilla sua alternatim apposuerunt. Dat' apud Oxoniam vicesimo octavo die Iulii anno regni regis Edwardi tercii post conquestum Anglie quadragesimo septimo.

The counterpart of B. 1. 66. **B. 1. 67**

85.

[Elizabeth Dammarie quitclaims her rights in the curtilage and tofts to the trustees.]

Pateat universis per presentes me Elizabetham filiam Iohannis **B. 1. 68**
Damarie de Sloughtre Inferiori remisisse, relaxasse & omnino pro me **Mar. 29,**
& heredibus meis quietum clamasse imperpetuum Thome Tiriwhit **1375**
clerico, Roberto Undurhul, Haumond' Asham, & Thome Lynlowe clericis, heredibus eorum seu assignatis totum ius meum & clameum quod habui, habeo seu quouismodo habere potero in futurum in tribus toftis & uno curtilagio cum omnibus suis pertinenciis in suburbio & hundredo extra portam borialem Oxonie que quondam fuerunt Iohannis Damarye patris mei; ita quod nec ego [&c.]; et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Thoma de Bradewelle, Iohanne de Sloughtre, Willelmo de Nethurcote, Waltero Clement de Iccombe, Martino de Borouhtone & multis aliis. Dat' apud Stowe sancti Edwardi die Iouis proxima post festum Annunciacionis beate Marie Virginis anno regni regis Edwardi tercii post conquestum quadragesimo nono.

86.

[Two of the trustees surrender their right in the same.]

Pateat universis per presentes quod nos Thomas Tyrwyt & **B. 1. 69**
Robertus Underhulle dedimus, concessimus, resignauimus ac relax- **July 10,**
auimus totum ius quod habuimus seu aliquo modo habere poterimus **1375**
in tribus toftis et uno curtilagio seu eorum pertinenciis annexis mansioni magistri & scolarium aule de Balliolo in suburbio & hundredo extra portam borialem Oxonie in parochia sancte Marie Magdalene Hamundo Hascham & Thome Lynlowe clericis; ita quod

nec nos [&c.]; in cuius [&c. sealing], hiis testibus, magistris Iohanne Brouptone, Iohanne Korkby, Iohanne Barbour & multis aliis. Dat' Oxonie decimo die Iulii anno regni regis Edwardi tercii post conquestum Anglie quadragesimo nono.

87.

[An inquisition Ad Quod Dampnum about the curtilage and tofts.]

B. i. 70 Aug. 11, 1386

Inquisicio capta in parochia sancte Marie Magdalene in hundredo extra portam borialem Oxonie die Sabbati in crastino sancti Laurencii martiris anno regni regis Ricardi secundi post conquestum decimo coram Willelmo Bruyly escaetore domini regis in comitatu Oxonie uirtute cuiusdam breuis domini regis eidem escaetori directi & huic inquisicioni consuti per sacramentum Willelmi Ryuell', Thome Houkyn, Iohannis Hunche, Nicholai Nortone, Ricardi Nortone, Simonis Cooke, Ricardi Parchemyner, Walteri Harpour, Clementis Barbour, Iohannis Spencer, Roberti Watlyngtone & Willelmi Cooke, qui dicunt super sacramentum suum quod non est ad dampnum nec preiudicium domini regis nec aliorum licet dominus noster rex concedat Hamoni Haskham & Thome Lynlowe quod ipsi tria tofta & unum gardinum cum pertinenciis in parochia sancte Marie Magdalene extra portam borialem Oxonie manso magistri & scolarium aule Balioli extra eandem portam contigua dare possint & assignare dictis magistro & scolaribus; habenda & tenenda sibi & successoribus suis in elargacionem mansi sui predicti imperpetuum. Et dicunt quod dicta tofta & gardinum cum pertinenciis tenentur de Iohanne Annesleye chivaler & Isabella uxore eius & Rogero Colynge & Alianora uxore eius ut de iure & hereditate dictarum Isabelle & Alianore uxorum suarum per seruicium reddendum inde annuatim dictis Iohanni Annesley & Isabelle uxori eius & Rogero Colynge & Alianore uxori eius & heredibus dictarum Isabelle & Alianore in communi unum denarium & unum obolum ad festum sancti Martini & faciendo annuatim sectam ad duos visus franciplegii dictorum Iohannis Annesleye & Isabelle uxoris eius & Rogeri Colynge & Alianore uxoris eius & heredum dictarum Isabelle & Alianore in hundredo predicto pro omnibus seruiciis. Et dicunt quod dicta tofta & gardinum cum pertinenciis ualent per annum in omnibus exitibus ultra reprisas iiii solidos. Et dicunt quod non sunt plures medii inter dominum regem & dictos Hamonem & Thomam Lynlowe de toftis & gardino predictis. Et dicunt quod dicti Hamo & Thomas Lynlowe non habent aliqua alia

terras nec tenementa sibi remanencia in comitatu Oxonie ultra dictas donacionem & assignacionem de toftis & gardino predictis. Et dicunt quod predicti Hamo & Thomas Lynlowe in assisis, iuratis & aliis recognicionibus quibuscumque poni non possunt, eo quod clerici sunt & beneficiati in episcopatu Lincolniensi. In cuius rei testimonium huic inquisicioni iuratores predicti sigilla sua apposuerunt.[1]

88.

[The licence in mortmain of Richard II.]

Ricardus dei gracia rex Anglie & Francie & dominus Hibernie B. i. 71
omnibus ad quos presentes littere peruenerint salutem. Licet de Aug. 12, 1386
communi consilio regni nostri Anglie statutum sit quod non liceat uiris religiosis seu aliis ingredi feodum alicuius ita quod ad manum mortuam deueniat sine licencia nostra & capitalis domini de quo res illa immediate tenetur, de gracia tamen nostra speciali & pro una marca quam dilecti nobis in Cristo magister & scolares aule Ballioli extra portam borialem Oxonie nobis soluerunt concessimus & licenciam dedimus pro nobis & heredibus nostris quantum in nobis est Hamoni Haskham & Thome Linlowe quod ipsi tria tofta & unum gardinum cum pertinenciis in parochia sancte Marie Magdalene extra eandem portam manso predictorum magistri & scolarium contigua, que de nobis non tenentur, dare possint & assignare eisdem magistro & scolaribus, habenda & tenenda sibi & successoribus suis in elargacionem mansi sui predicti imperpetuum; et eisdem magistro & scolaribus quod ipsi tria tofta & gardinum predicta a prefatis Hamone & Thoma recipere possint & tenere sibi & successoribus suis predictis in elongacionem mansi sui predicti sicut predictum est imperpetuum tenore presencium similiter licenciam dedimus specialem, statuto predicto non obstante; nolentes quod iidem Hamo & Thomas uel heredes sui aut prefati magister & scolares seu successores sui racione statuti predicti per nos uel heredes nostros, iusticiarios, escaetores, uicecomites aut alios balliuos seu ministros nostros quoscumque inde occasionentur, molestentur in aliquo seu grauentur, saluis tamen capitalibus dominis feodi illius seruiciis inde debitis & consuetis. In cuius rei testimonium has litteras nostras fieri fecimus patentes; teste me ipso apud Westmonasterium terciodecimo die Augusto anno regni nostri decimo.[2] Burtone.

[1] This has no seals, nor was ever sealed. It is a contemporary copy of the inquisition. The record does not mention that there was a quitrent to Oseney on the garden. The original is at the Record Office, Inquisitions *ad quod damnum* 405. 27.

[2] With the royal seal.

89.

[The convent of Oseney agrees that the quitrent due from this tenement is not 7s., but 3s. 6d.]

B. I. 72
Aug. 12, 1412

Omnibus [&c.] nos abbas & conuentus de Oseneye salutem in omnium saluatore. Cum nos nuper petierimus & clamauerimus quendam annualem redditum septem solidorum annuatim percipiendum de quadam placea siue tenemento magistri & scolarium collegii de Balliolo in Oxonia situat' extra portam borialem uille Oxonie ex parte orientali ecclesie Marie Magdalene ex opposito, quondam inter tenementa Thome Gamell & Nicholai Balehorne & nunc inter tenementa Sancti Iohannis extra portam orientalem uille Oxonie ex parte boriali & tenementum Roberti Chyslantone ex parte australi, credentes & intelligentes dictum redditum septem solidorum ad nos et predecessores nostros ut de iure ecclesie siue domus nostre de Oseneya predicte pertinuisse et pertinere debere; ubi tres tantummodo solidi et sex denarii exeuntes de placea siue tenemento predictis ad nos et predecessores nostros pertinuerunt et adhuc pertinent prout ex informatione dictorum magistri & scolarium siue sociorum necnon per inspectionem diuersorum euidenciarum & munimentorum eorundem magistri & scolarium siue sociorum nobis ostensorum manifeste accepimus[1] noueritis nos premissa euidencias et munimenta in omnibus considerantes, a nostris peticione & clamacione trium solidorum et sex denariorum de predictis septem solidis in omnibus cessasse. [In return the Master and Scholars or Fellows agree that Oseney may distrain for the rent of 3*s*. 6*d*., if it is unpaid, on all properties of the College], hiis testibus, Iohanne Merstone, maiore uille Oxonie, Iohanne Gybbys & Willelmo Goodman, balliuis eiusdem uille, Edmundo Kenyan, Iohanne Sprunt, Waltero Daunseye aldermannis, Nicholao Norton clerico & aliis. Dat' apud Oxoniam duodecimo die mensis Augusti anno regni regis Henrici quarti post conquestum Anglie tercio decimo.[2]

[1] There are no deeds at Balliol which show that the quitrent of 7*s*. had been reduced to 3*s*. 6*d*. The Oseney rentals show that in 1324 and earlier the amount was 7*s*., in 1453 and later 3*s*. 6*d*.

[2] With seal, a fair impression.

14. THE MAGDALEN TENEMENT. 90–4.

This tenement was granted to St. John's Hospital about 1250, and thence passed to Magdalen College. In 1473 it was leased to Balliol by Magdalen at a rent of 4*s.*, being bounded by Balliol on the east and south, and by the Cardinal's Hat on the north; the lease was renewed from time to time until 1774. We gather from the rentals of St. John's Hospital that it was held by the family of Sauser about 1280–90, and it is likely that tenement no. 3, which was given to Balliol by John le Sauser, was behind this tenement as well as behind tenement no. 13.

90.

Dec. 6, 1711; a lease by Magdalen to Balliol of a piece of ground **B.** 3. 32
measuring 96 ft. by 21 ft., bounded S. by the Katharine Wheel and garden of Balliol, E. garden of Balliol, N. the Storehouse; for 40 years; rent 4*s.*

91.

Dec. 6, 1739; Magdalen having renewed the lease to Balliol also **B.** 3. 33
gives licence to alienate.

92.

Dec. 6, 1753; Magdalen renews the lease. **B.** 3. 34

93.

Dec. 6, 1767; Magdalen renews the lease. **B.** 3. 35

94.

April 14, 1774; after reciting a lease of Dec. 6, 1767, whereby **B.** 4. 2
Magdalen demised to Balliol a piece of land measuring 96 ft. E. to W. and 21 ft. N. to S., bounded by the Katharine Wheel and Balliol Garden S., Balliol Garden E., and Balliol Storehouse N., for 40 years, rent 4*s.*; now under the Oxford Mileways Act Magdalen sells the fee simple for £15.

15. THE CARDINAL'S HAT. 95–122.

This tenement passed from Oseney Abbey into the possession of Christ Church, and was acquired by Balliol only in 1773, although it had been leased by the College since 1610. About the years 1400–1540 it was an

important inn, but subsequently it was 'let in diverse parcels to poor people', as a record states at Christ Church, and during the seventeenth century its place as an inn was taken by the Katharine Wheel, which was near the corner. It is recorded in histories of the College that a private house belonging to Sir Julius Caesar existed here in 1623 and was acquired by the College for £300, but from the deeds that are here printed it will be seen that there could have been no private house at this spot. According to a book in the possession of the Dean of Christ Church, the Cardinal's Hat was leased to Elizabeth Alwin for 40 years in 1609, and the lease was renewed to Balliol in 1630, 1655, and 1669. The account in Wood is that Caesar's Lodgings took its name not from Sir Julius Caesar but from Henry Caesar his brother, and that it was not his private property but the house in which he lodged while he was residing in Oxford to take his D.D. degree; and no doubt the £300 was expended in buying from Elizabeth Alwin the residue of her lease. Wood says that Caesar's Lodgings were acquired with £300 which was given to the College from the estate of Thomas Tesdale, who died June 13, 1610.

The greater part of the site of the Cardinal's Hat was not required by the College, but was leased to various tenants. Deeds 95–8 deal with the acquisition of the property; 99, 100 are leases of a tenement at its north-west corner, while 101–3 are leases of land lying to the east of this tenement; 104–11 are of land lying to the south of the first tenement; nos. 112–19 are about the next tenement on the south, while 120–2 are about land towards the north-east corner of the site.

95.

B. 3. 36 24 Oct., 9 Jac. I [1610]; Elizabeth Allwyn widow, late wife of Thomas Allwyn of the University of Oxford gent., having obtained Dec. 12, 8 Jac. I, a lease from Ch: Ch: of three tenements and the gardens belonging, (of which the first once called the Cardinal's Hatte is in the tenure of Elizabeth Allwyn, and the other two are on the north side of it,) between a tenement now or late of Augustine Prickett N. and Balliol College stables S., abutting on Trinity College E. and the highway W., for 40 years, rent 20*s*., now sells the residue of her lease to Balliol.

96.

B. 3. 38 Nov. 12, 1762; Ch: Ch: renews the lease to Balliol; the three tenements are between George Phipps Esq. N., and Balliol College stables S., and were late in the tenure of William Phipps malster deceased, Hugh Ellis gentleman deceased and Jane Cave widow,

measuring on the N. side 254 ft., S. 273 ft.,[1] E. 133 ft., W. 138 ft.; 'except one little piece of ground at the east end containing 106 ft. N. to S., 11 ft. E. to W., upon the south end of which the Trinity College kitchen is erected, viz. in length 34 ft. and in breadth 11 ft., and the other part of the excepted premises ranges even on the east side with the aforesaid part of the kitchen to the corner of the wall of a garden late in the possession of George Phipps belonging to Lincoln College, and is separated from the other part demised by a wall; which part excepted is reserved to the Dean and Chapter of Ch: Ch:;' 40 years; rent 20*s.*

97.

Nov. 12, 3 Geo. III, 1762; a licence from Ch: Ch: to Balliol to alienate the lease they have just renewed. **B. 3. 37**

98.

June 16, 13 Geo. III, 1773; after reciting the lease of 1762 Ch: Ch: agrees to sell the fee simple to Balliol College for the sum of £120 under the provision of the Oxford Mileways Act of 1771; the rent of £1 and one fat capon or 2*s.* 6*d.* is reserved. **B. 4. 1**

99, 100. Leases of a Tenement at the North-west Corner.

99.

Oct. 12, 1655; Balliol grants a lease to Walter Cave beerbrewer of a messuage measuring 22½ ft. on the W. side, and 37 ft. on the E. side, abutting on widow Perfect, being on the south, and Edmund Gayton N.; for 15 years; rent £4 and two capons. **B. 3. 63**

The counterpart of B. 3. 63. It is endorsed 'Cave's lease of Wians house for 15 years for so long as a certain lease from Ch: Ch: to Balliol College for Cesar's Lodging be unexpired'. **B. 3. 64**

100.

June 24, 1658; the lease is renewed to Walter Cave, Martin Hirst gent. is N.; for 35 years; the same rent. **B. 3. 65**

The counterpart of B. 3. 65. **B. 3. 66**

[1] The north and south measurements of this site are about 15 feet too much, according to the Ordnance Survey and according to deed 124. It is suggested that the measurements were taken as far as the wooden rails on the west side, which, according to old pictures, marked off the footway from the road.

101-3. Leases of a Piece of Ground on the East Side of the Last Tenement.

101.

B. 3. 57 Oct. 18, 10 Car. I, 1634; a lease to John Bell one of the esquire beadles of the University of a parcel of void ground measuring from E. to W. 56 feet, and N. to S. 36 feet, on part whereof a straw house is to be built; it adjoins the backside of the said John Bell; 21 years; rent 10*s*. and two fat capons.

B. 3. 58 The counterpart of B. 3. 57.

102.

B. 3. 59 Sept. 1, 1656; a lease to Martin Hirst of the Univ. of Oxford gent.; a piece of ground measuring 56 × 36 ft. with a fuel house thereon, adjoining the backside of Martin Hirst; 21 years; rent as before.

B. 3. 60 The counterpart of B. 3. 59.

103.

B. 3. 61 Jan. 22, 19 Car. II, 166$\frac{7}{8}$; a lease to Martin Hirst of the city of Canterbury gent.; the piece of ground adjoins the garden of the College; 21 years; rent as before.

104-11. Leases of a Part of the Cardinal's Hat lying to the South of the First Tenement.

104.

B. 3. 30 Oct. 21, 10 Car. I, 1634; a lease to Richard Raye yeoman of a messuage and yard in the parish of St. Mary Magdalen measuring on the W. side from N. to S. 29 feet, on E. abutting on a tenement of John Wood, measuring from E. to W. 28½ ft. and abutting N. on a tenement of Richard Owens; for 21 years; rent £4 and two capons or 4*s*.; Raye agrees to spend £30 on the buildings.

105.

B. 2. 33 June 24, 1658; a lease by the College to William Hancks, mason, of two tenements in St. Mary Mag. parish measuring 30½ feet E. to W. and N. to S. towards the street 29 ft. between a tenement in the

occupation of Walter Cave gent. N. and a tenement now in the occupation of Richard Priest S.; which premises were late in the occupation of Richard Wraye; with the use of the well and house of office in the tenement of Richard Priest; 30 years; rent for the first 27 years £3, then £4; also two fat capons or 4*s.*; he is to pull down the messuages and build two substantial dwelling houses.

106.

Mar. 20, $165\frac{8}{9}$; the College gives licence to Hanks to assign his lease to others. B. 2. 34

107.

Jan. 24, 22 Car. II, $167\frac{0}{1}$; a lease to Nicholas Vilett of the University of Oxford gent. to the use of Thomas Manners son of the late William Manners, victualler, of the parish of St. Mary Magdalen; it is now described as a tenement late two messuages, late Walter Cave N., Hugh Ellis S.; for 30 years; rent £3 for the first 15 years, then £4; also two capons or 4*s.* B. 2. 35

108.

Oct. 20, 1699; articles of agreement between Balliol College on the one hand and Edward Benford jun. cordwainer and John Benford jun. cordwainer; by which Balliol for a payment of £40 agrees that when the lease granted to Vilett expires, the Benfords shall have a lease for 23 years from Jan. 1, 1700, and after Balliol shall have renewed the lease of the premises from the Dean and Chapter of Ch: Ch:, Balliol will grant them another lease to make the term forty years in all from Jan. 1, 1700; rent £4 and two capons or 4*s.* B. 2. 36

109.

May 1, 1703; a lease to the Benfords; late Walter Cave N., late William Neeve, now the College, S.; for 38 years from Mar. 25 last; rent as before. B. 2. 37

The counterpart of B. 2. 37. B. 2. 38

110.

May 1, 1707; a lease to Edward Benford cordwainer; for 34 years from Mar. 25 last; rent as before. B. 2. 39

The counterpart of B. 2. 39. B. 2. 40

111.

B. 2. 41 Sept. 1, 1720; a lease to Mary Cantwell widow; for 21 years; rent as before.

B. 2. 42 The counterpart of B. 2. 41.

112–19. Leases of a Portion of the Cardinal's Hat lying to the South.

112.

B. 3. 62 Oct. 17, 10 Car. I, 1634; a lease to John Woods yeoman of a messuage measuring on the E. side 60 ft. and on the W. side 34 ft.; having Cesar's Lodgings S. and tenements of Richard Ray and Richard Owens N.; for 21 years; rent £4; Woods will expend £40 on new buildings.

113.

B. 2. 24 Mar. 19, 1651; a lease by the College to Richard Preist yeoman of a messuage with yard measuring 60 ft. on the east side from N. to S., and 34 ft. on the west side from N. to S. 'abutting on the south side uppon certain lodgings belonging to the said College commonly called Cesar's lodgings', and on the N. side upon a tenement of William Feild and widow Perfect; for 19 years; rent £4 and two fat capons; Roger Rayer another of the tenants of the College is to be allowed the use of the well in Preist's yard.

B. 2. 25 The counterpart of B. 2. 24.

114.

B. 2. 26 Oct. 20, 20 Car. II, 1668; a lease to Hugh Ellis of the Univ. of Oxford gent.; for 25 years; rent £4 and two fat capons or 4*s.*; no covenant about the well.

115.

B. 2. 27 Jan. 24, 22 Car. II, 167$\frac{0}{1}$; a lease to Hugh Ellis; for 30 years; rent as before.

B. 2. 28 The counterpart of B. 2. 27.

116.

Feb. 1, 27 Car. II, $167\frac{4}{5}$; a lease by the College to Hugh Ellis B. 2. 29
of the same messuage and of those new buildings now erected or to be erected by the said Hugh Ellis upon the ground whereon a stable and old buildings lately stood belonging to the said messuage and also a piece of ground late part of their garden ground lying behind the said new buildings and part of a building belonging to Cesar's lodgings, containing in length N. to S. 93 ft. and E. to W. 55 ft., with free passage through the College to said new buildings; 34 years; rent £4 4*s.*; when the College is minded to take a new lease of the said premises (among other things) from the Dean and Chapter of Ch: Ch:, from whom they are held, this lease shall be surrendered the College, assurance being first given that the lease surrendered shall be renewed for another 34 years.

Mem. that Hugh Ellis agrees to pay 10*s.* a year for the piece ot garden ground above-mentioned.

117.

Oct. 11, 2 Jac. II, 1686; a lease to Hugh Ellis in the terms of B. 2. 30
no. 115, not no. 116; 23 years; rent £4 4*s.*

118.

Sept. 16, 13 Will. III, 1701; a lease to William New of the B. 2. 31
University of Oxford gent. of a tenement called the Black Nag, being 60 ft. on the E. side and 34 ft. on the W., between Cesar's lodgings S. and a tenement once in the tenure of William Feild and widow Perfect, now of John Benford and Edward Benford N.; for 20 years: rent £4 and two capons or 4*s.*; if the College wishes to take a new lease from the Dean and Chapter of Ch: Ch: this lease shall be surrendered.

119.

Mar. 1, 1 Anne, $170\frac{1}{2}$; the College for the sum of £150 buys from B. 2. 32
William New the surrender of the lease no. 118.

120–2. Leases of the North-east Portion of the Cardinal's Hat.

120.

B. 3. 68 Oct. 21, 5 Anne, 1706; a lease to George Phipps of the City of Oxford gent. of a parcell of ground[1] containing 'in the clere on the south side from E. to W. from the inside of the walls at each end 121 ft. 8 in.', the same on the N., 33 ft. 6 in. E., 37 ft. 6 in. W., being on the W. between the house of Phipps and College buildings called Ellis his lodging, and also a kitchen, stable and other buildings thereon; being bounded by the house of Phipps N. and buildings and garden of the College S., E., and W.; for 30 years; rent 40*s.*; if the College is minded to renew the lease of this land from the Dean and Chapter of Ch: Ch:, Phipps will surrender this lease and receive another for the residue of the term.

121.

B. 3. 69 Oct. 25, 1737; a lease to Thomas Hughes of Trin. Coll. Oxford, doctor of physick, of the same piece of ground and another smaller piece adjoining; for 25 years; rent £3; Thomas Hughes is now on the N.

122.

B. 3. 70 Oct. 21, 1754; a lease to Isaac Hughes of Bansted, Surrey; for 30 years; rent £3.

16. Part of the Site of the Hall. 123, 124.

North of the Cardinal's Hat was a tenement which for four centuries belonged to Lincoln College; from 1852 to 1872 it was in private hands; in 1872 Balliol bought it. It was of the same depth as the Cardinal's Hat, reaching on the east to Trinity College.

123.

B. 2. 25 A letter of Mr. Morrell, 1872, saying that the part of his property he proposes to sell to Balliol was sold to Mr. Morrell's father by Lincoln College 'at the time that Balliol took to the strip of ground offices

[1] In the plan of the site of Balliol in Williams' *Oxonia Depicta* this portion of the Cardinal's Hat is omitted because it was leased to the freehold house on the north side.



Cesar's Lodging about 1820

From a water-colour in the house of the Master of Balliol

Face page 80]

which had been previously held with his house'.[1] Mr. Morrell retains a holding which did not belong to the tenement of Lincoln, but was formerly the freehold of Mr. Price, at one time a Librarian at Bodley.

124.

Valuation by Field and Castle. The house is 40½ ft. on W. side and 41½ ft. on E. side; mean depth 236 ft.

Purchased by Balliol in 1872 for £5,750.

Leases granted by Balliol of Tenements on the Site of the College.

125–8, the site of the New Lodgings, i. e. Hammond's Lodgings.
129–38, the tenement next on the west (i. e. tenement no. 8).
139–49, the corner tenement (i. e. tenement no. 9).
150–71, tenements ultimately united in the Katherine Wheel.
172–6, other leases.
177, a lease of Kettle Hall.

The plan of Balliol in Williams' *Oxonia Depicta* shows the tenements to the west of the Master's garden as they were before the Fisher Buildings were erected.

125–8. Leases of the Tenement once of St. Frideswide's.

125.

Aug. 20, 1574; a lease to Henry Wilkinson, joiner, of a tenement late in the tenure and possession of Exeter College,[2] bounded by the highway S., a tenement wherein Robert Richardson dwelleth N., Symon Painter W., Balliol College E.; 40 years; rent 10*s*. B. 3. 20

126.

Feb. 6, 20 Eliz. [1578]; John Handy of Oxford, yeoman, having obtained from Henry Wilkinson the residue of the lease now sells it to John Wilson, M.A. B. 3. 21

[1] Among the muniments there is a letter of Mr. Baker Morrell of the year 1852 which states that he had obtained the reversion in fee of the premises which he held of Lincoln College by lease, that he had hitherto rented a piece of ground of Balliol at £3 a year, but that the College, which was making new buildings, now required the ground. (A. 3. 46.)

[2] This lease enables us to fix the site of the St. Frideswide's tenement, which Balliol acquired from Exeter; for it was rebuilt as Hammond's Lodgings, which, according to no. 33, was 247 feet from the SE. corner of the College.

127.

B. 3. 22 Oct. 20, 27 Eliz. [1585]; John Willson, M.A., for £80 sells the residue of the lease to 'Lord Viscount Mountigue knight of the most honourable order of the garter, Anthony Garnett clerk and John Browne gent.'

128.

B. 1. 93 May 25, 35 Eliz. [1593]; Anthonye Garnett of Dockenfield, Hants, gives notice that whereas John Wylson of Wiltes by a deed of Oct. 20, 27 Eliz., did grant to the late Anthony Browne Viscount Mountague now deceased, John Browne of Chichester now deceased, and Anthonye Garnett all his estate and term of years in a tenement in the parish of St. Mary Magdalene, Oxford, which he had of the demyse of the Master and Scholars of the College of Balliol; now Anthony Garnett, the sole survivor, grants and surrenders all his interest therein to Balliol in performance of an order made in the court of Chancery[1] the 16th day of this present month of May.

129–38. Leases of the Tenement east of the Corner.

129.

B. 2. 55 Mar. 25, 42 Eliz. [1600]; a lease by the College to Richard Lloyd[2] of the parish of St. Mary Magdalen, innholder, of a tenement between the Corner House W., and a building of the College called the New Lodgings E. and a garden plott; also a house wherein William White dwells; for 40 years; rent 20*s.*; Lloyd covenants to put up a new chimney in the house where John Karseley dwells, and alter the shop into a parlour, making towards the street a fair bay window of timber, and setting before the same towards the street a sufficient fair pale.

B. 2. 56 The counterpart of B. 2. 55.

130.

B. 2. 57 Mar. 25, 6 Jac. I [1608]; a lease to William Langley, M.A., of the

[1] This order in the court of Chancery was apparently made in connexion with the lawsuit between Balliol and the executors of Lord Mountague to recover the sum of money which had been left to Balliol by William Hammond. In Drawer B. 8 there are some papers dealing with this lawsuit.

[2] It is unfortunate that there is no lease earlier than 1600, but we gather from no. 125 that Simon Painter held the tenement in 1574.

tenement between the Corner House and the New Lodgings; 40 years; rent 13*s*. 4*d*.

The counterpart of B. 2. 57. **B. 2. 58**

131.

Mar. 22, 3 Car. 1 [1628]; a lease to Elizabeth Langley, widow; 40 years; rent 13*s*. 4*d*. **B. 2. 59**

132.

Sept. 4, 1649; a lease to Richard Bayley, D.D., in trust for Mrs. Parsons; 40 years; rent 13*s*. 4*d*. **B. 2. 60**

The counterpart of B. 2. 60. **B. 2. 61**

133.

Mar. 10, 14 Car. [1662]; a lease to John Bailey, son of Richard Bailey, D.D., president of St. John's College. **B. 2. 62**

The counterpart of B. 2. 62. **B. 2. 63**

134.

Jan. 24, 1670; a lease to John Tayler, painter, of a tenement between the Corner House W. and 'the New Buildings' E., with a piece of waste ground measuring 24 ft. N. to S. and 6½ ft. E. to W. between the garden of the said messuage W. and the way leading to the New Buildings of the said master and scholars E.; 40 years; rent 14*s*. **B. 2. 64**

The counterpart of B. 2. 64. **B. 2. 65**

135.

June 24, 1686; the lease is renewed to John Tayler; 40 years; rent 14*s*.; it is agreed that if the College be minded to build upon the said premises or any part thereof, John Tayler will surrender the residue of his lease receiving from the College such payment as two indifferent persons, one chosen by each side, shall decide. **B. 2. 66**

136.

May 3, 10 Will. III, 1698; the College and John Tayler agree that Sir Robert Harrison of Oxford, kt., and John Tibbetts of Oxford, gent., shall be the two to set the value of the residue of Tayler's lease. **B. 2. 67**

137.

B. 2. 68 May 28, 1698; Sir Robert Harrison and John Tibbetts decide that John Tayler shall surrender the lease and receive two guineas before June 24 next and £160 on Mar. 25 next.

138.

B. 2. 69 June 7, 1698; John Tayler surrenders to the College all his right in the premises.

139–49. Leases of the Corner House.

139.

B. 2. 43 Oct. 26, 1562; a lease by the College to Henry Wilkinson of a tenement in the parish of St. Mary Magdalen called the corner house and a tenement lying next to it on the north wherein mother Weaver did late dwell; for 21 years; rent, 18*s.* 8*d.*

140.

B. 2. 44 Aug. 14, 1567; a lease to Owen Gylne and Ann his wife; 31 years; rent 18*s.* 8*d.*

141.

B. 2. 45 Apr. 16, 1589; a lease to William Bennett; 31 years; rent 18/8.

B. 2. 46 The counterpart of B. 2. 45.

142.

B. 2. 47 June 20, 1607; a lease to William Bennett; 40 years; rent 18/8.

B. 2. 48 The counterpart of B. 2. 47.

143.

B. 2. 49 Mar. 22, 1627; a lease to Thomas Richardson, joiner, of the parish of St. Michael; 40 years; rent 18*s.* 8*d.*

144.

B. 2. 50 Sept. 4, 1649; a lease to Anne Richardson and Merriall Richardson, spinsters, daughters of late Thomas Richardson, of the corner tenement and the tenement next to the north, once in the tenure of William Bennett, late of Thomas Richardson; 40 years; rent 18*s.* 8*d.*

145.

B. 2. 51 Sept. 4, 1649; bond of William Richardson for his sisters.

146.

Mar. 14, 18 Car. II, 166$\frac{5}{6}$; a lease to Francis Wildgoose, tailor; 40 years; rent 18*s.* 8*d.* B. 2. 52

147.

Aug. 8, 1678; a lease to John West, Esq., of Hampton Poyle; 40 years; rent 18*s.* 8*d.* B. 2. 53

148.

July 4, 1681; Richard Plott, sen., paying to John West, Esq., the sum of £102 16*s.* 6*d.*, and to Francis Wildgoose £29 16*s.*, acquires the residue of the lease granted in 1678 and all the fittings of the premises. B. 2. 54

149.

April 6, 1699; for the sum of £60 Richard Stevens of Oxford, butcher, resigns to Balliol College all his right in a messuage which he holds of the College commonly called the corner house, situate between the Catherine Wheel and Balliol College. A. 3. 31

150. LEASE OF A TENEMENT TO THE NORTH OF THE CORNER.

150.

Mar. 25, 6 Jac. I [1608]; the College grants to William Langley, M.A., a lease of a tenement sometime in the occupation of William White, between the corner house S. now in the tenure of William Bennett, and a house in the tenure of John Ladyman, N.; for 40 years; rent 6*s.* 8*d.*[1] B. 3. 28

The counterpart of B. 3. 28. It is endorsed 'Lease of the new Law Lodgings'. B. 3. 29

151, 152. LEASES OF A TENEMENT TO THE SOUTH OF THE KATHERINE WHEEL.

151.

Mar. 25, 31 Eliz. [1589]; the College grants to John Lademan, carpenter to the College, a lease of a tenement bounded by the Catherine B. 3. 24

[1] In 1631 this tenement and the next were united with the Katherine Wheel, see no. 157. In 1600 this tenement was leased to Richard Lloyd together with the house east of the corner, see no. 129.

Wheel N., Richard Floyd, tailor, S., the road W., the College E., now in the occupation of Thomas Sage; for 31 years; rent 6*s*. 8*d*.; Sage is to be allowed to hold the tenement for his life, paying to Balliol 6*s*. 8*d*. a year.

B. 3. 25 The counterpart of B. 3. 24.

152.

B. 3. 26 Mar. 25, 42 Eliz. [1600]; the College renews the lease to John Lademan; the tenement is now occupied by Richard Lloyd; William White is S.; 40 years; rent 6*s*. 8*d*.[1]

B. 3. 27 The counterpart of B. 3. 26.

153-69. Leases of the Katherine Wheel.

153.

B. 2. 1 Oct. 26, 4 Eliz., 1562; a lease by Antony Garnet, master of Balliol, and the fellows to 'Robart Rychardson of the parish of St. Mary Magdalen joyner' of a tenement called the 'Catherin wheell' with the garden there, and one other tenement next adjoining on the south side wherein one Harrison did late dwell, with the garden there; for 21 years; rent 28*s*.

B. 2. 2 The counterpart of B. 2. 1.

154.

B. 2. 3 Aug. 25, 15 Eliz. [1573]; the College for the sum of £10 renews to Robert Rychardson the lease; 40 years; rent 28*s*.

155.

B. 2. 6 Dec. 8, 33 Eliz. [1590]; a lease to Francis Richardson of Oxford yeoman of the two tenements as in B. 2. 1, together with gardens, orchards, stables, &c., now in the occupation of Alice Boyden; 40 years; rent 28*s*. 10*d*.[2]

B. 2. 7 The counterpart of B. 2. 6.

[1] In 1631 this tenement was united with the Katherine Wheel; see no. 157.
[2] See no. 171.



THE KATHERINE WHEEL BEFORE 1828
From a drawing in the house of the Master of Balliol

156.

Ap. 25, 5 Car. I, 1629; notice that by the will of the late Francis Richardson, his lease of the Katherine Wheel passed to Nicholas Taylor and Elizabeth his wife, who by deed of Sept. 10, 2 Car. I, sold their right to John Lee, 'citizen & marchant taylor of London'; now John Lee sells it to Elizabeth Langley of Oxford, widow. **B. 2. 8**

157.

July 2, 7 Car. I [1631], a lease by the College to Elizabeth Langley of two tenements called the Katherine Wheel, a third tenement sometime in the tenure of William White, and a fourth tenement sometime in the tenure of John Ladyman, which four tenements are bounded by the College N. and E., the high way W., and a corner tenement of Thomas Richardson, joiner, on the S.; 40 years; rent 42*s.* 2*d.* **B. 2. 9**

158.

Sept. 3, 1649; a lease to Simon Coates, innholder, of the same four tenements together with an adjoining piece of ground being 25½ ft. E. to W. and 23½ ft. N. to S., bounded by the said messuage N. and W., and by the College E. and S.; 40 years; rent 50*s.* **B. 2. 10**

159.

Dec. 18, 15 Car. II, 1663; a lease to Simon Coates, innholder, of the same four tenements and a piece of ground now used as a backside to the inn measuring 90 ft. E. to W. and 24 ft. N. to S., abutting on the backside or grove belonging to the College N. and E., the Katherine Wheel S., and the high way W.; 40 years; rent 55*s.* **B. 2. 11**

The counterpart of B. 2. 11. **B. 2. 12**

160.

Mar. 3, 28 Car. II, 167⅚; the lease is renewed to Simon Coates; 40 years; rent 55*s.* **B. 2. 13**

The counterpart of B. 2. 13. **B. 2. 14**

161.

Aug. 7, 2 Jac. II, 1686; a lease to Edmund Bradford of the Univ. of Oxford, gent., and Dorothy his wife; 40 years; rent 55*s.* **B. 2. 15**

162.

A. 3. 31 June 25, 1694; John Weene of Oxford, innholder, resigns all his right in the Katherine Wheel to John Coates of Northampton, gent.

163.

B. 2. 16 and 17 June 26, 6 Will. & Mary, 1694; notice that John Coates of Northampton, grandson and executor of the will of Dorothy Bradford, who was the wife once of Simon Coates and afterwards of Edmund Bradford, deceased, has for the sum of £240 mortgaged to Henry Levett of Exeter College, B.A., all his right in an inn called the Katherine Wheel, part being in the tenure of John Weene, innholder, and part of Benjamin Cooper of Oxford, gent., which he imploys in keeping the Register's office for the Bishop and official of Oxon.

164.

B. 2. 19 Oct. 24, 1698; John Weene, innholder, having paid £240 to Henry Levett, buys from John Coates and Robert Saunders for the sum of £171 the residue of the lease as in no. 161.

165.

B. 2. 20 Nov. 25, 1698; the College grants a lease to John Weene, innholder; 40 years; rent 55*s*.

166.

B. 2. 18
B. 2. 21 Dec. 22, 1698; John Weene mortgages it to Roger Almont, B.D., for £350.

167.

B. 2. 22 March 6, 171$\frac{0}{1}$, 9 Ann; James Almont, executor of Roger Almont, transfers to James Hall of Oxford, gent., a mortgage of £200 on the Katherine Wheel, £150 having been paid off.

168.

B. 8. 19 June 10, 1714; Mr. Francis Heywood acknowledges that he has received £78 from Balliol for 'the purchase of 25 years or thereabouts in the Catarine Wheele siezed into the Queen's hands by the sheriff of Oxford'.

169.

July 12, 13 Anne, 1714; a deed declaring that John Weene had failed to pay the interest due to James Hall; in consequence the Crown issued a writ 'Extendi facias' and the sheriff was commanded to sell the residue of the term granted to John Weene in 1698; whereupon Balliol purchased the lease, paying £216 to James Hall and £78 to John Weene's creditors. B. 2. 23

170, 171. LEASES OF A TENEMENT TO THE NORTH OF THE KATHERINE WHEEL.

170.

Aug. 25, 15 Eliz. [1573]; the College grants to Robert Richardson, joiner, 'for the great costs and charges that the said Robert shall be at in building the tenemente called the Katherine wheele wherein he now dwelleth,' a lease of a plot of ground on the north side of the Katherine Wheel, adjoining to the stable of that tenement, being 36 ft. E. to W., 14 ft. N. to S., now in the occupation of Balliol College; for 20 years; rent 6*d.*; Richardson covenants to 'mound it with a stone wall'. B. 2. 4

171.

Aug. 20, 24 Eliz. [1582]; a lease to Alice Boyden, widow, of a plot of ground on the north side of the Katherine Wheel, wherein the said Alice now dwells, adjoining the stable of the said tenement, measuring 34 ft. E. to W. and 14 ft. N. to S., now in her occupation; also of a piece of ground measuring 44 ft. N. to S. and 8 ft. E. to W., whereupon the said Alice has lately new built a stable, adjoining to the Katherine Wheel on the west, and the stables of the College N. and E., and a tenement 'now latelie builded by one Henrie Wilkinson deceased', now in the occupation of Mr. Wilson or his assignes, S.; for 21 years; rent 10*d.*[1] B. 2. 5

172–7. VARIOUS LEASES.

172.

Jan. 16, 4 Jac. I [1607]; a lease by the 'Master of Belyall College' and the fellows to Gregorie Wilcocks, second cook of the College, without fine, in consideration that he has been at some charges of building, B. 2. 70

[1] It seems that in 1590 this tenement was united to the Katherine Wheel; see no. 155.

of a tenement in the backside of the College standing over against the churchyard of St. Mary Magdalen, being part of the storehouse of the College; 40 years; rent 1*s.*

B. 2. 71 The counterpart of B. 2. 70.

173.

B. 2. 72 Mar. 22, 3 Car. I [1628]; a lease to Anne Wilcocks, alias Mayer, widow; 40 years; rent 1*s.*

174.

B. 2. 73 Sept. 12, 1649; a lease to Anne Wilcocks, alias Mayer, widow; 40 years; rent 1*s.*

B. 2. 74 The counterpart of B. 2. 73.

175.

B. 2. 75 Oct. 9, 1671; a lease to John Lawrence, labourer; 40 years; rent 1*s.*

Endorsed in a later hand. Lease by the Ball Court.

176.

B. 3. 31 Aug. 7, 1657; a lease by the College to Symon Coates, innholder, of a piece of waste ground part of the backside or grove of the College, containing 90 ft. E. to W. and 24 ft. N. to S., bounded by the College Grove N. and E., an inn of the College in the tenure of the said Symon, S., and the street W., as it is now measured out; for 33 years; rent 5*s.*; Symon will build at his own charges, within one year erect a stone wall between the premises and the Grove, and make a gate arched over with freestone such that a cart loaded with hay can pass through from the street into the Grove.[1]

A Lease of Kettle Hall.

177.

B. 3. 23 Mar. 7, 5 Eliz.; an indenture by which Balliol, having obtained from Oriel College on Feb. 27, 7 Ed. VI, a lease of a close of pasture in the parish of St. Mary Magdalen, between 'the ground of the President and scholers of Magdalen College' E. and the ground

[1] In 1663 this was united with the Katherine Wheel: see no. 159.

belonging to Trinity Coll. W., the high street S., Trinity Coll. grove N., for 21 years, rent 6*s*. 8*d*., now grants the residue of the term to Robert Richardson, joiner; he is to have 'lopp and shred of trees towards the reparation of the said pasture'.

II. BURNEL'S INN AND THE SITE OF THE SYNAGOGUE. 178–215.

One of the most valuable possessions of Balliol in Oxford consisted of a hall called Burnel's Inn, in the parishes of St. Edward and St. Frideswide, together with some houses on the west side of it, in St. Aldate's parish, which were formed into an inn called The Pike, subsequently The Dolphin.

William Burnel, who died shortly before Nov. 6, 1304,[1] left to Balliol all the houses that he had acquired in Oxford, if the licence of the king could be obtained; if not, they were to be sold and the money given to Balliol.[2] The executors applied to the king for the royal licence, and on December 3 an inquisition was held at Oxford 'whether it would be to the king's damage if the executors of William Burnel should give to the Master of the house of the scholars of Balliol one messuage and nine shops,' which had been left to them by Burnel's will. The jury returned a verdict that it would not be to the damage of the king or of others; that the messuage was held of the Hospital of St. John at a rent of 6*d*. a year and was worth 6 marks a year; that there was also a plot of ground and a cottage acquired by Burnel from Robert de Driffeld, held from the same hospital at a rent of 12*d*.; and that the nine shops were worth four marks a year. The return is endorsed 'Fiat per finem dimidie marce'.[3] On Jan. 16, 1305, the king issued his letters patent giving the necessary permission; but when Parliament met on Feb. 28 a petition was presented by the executors of William Burnel, saying that Hugh le Despenser had ejected them by violence from the houses which William Burnel had left to Balliol, and hindered the fulfilment of the legacy. It appears that the petition was not settled immediately, for the first reply is 'vocetur Hugo le Despenser'; the next reply probably represents the result of his examination; it says that 'if those

[1] Le Neve, *Fasti Ecc. Angl.* iii. 168.

[2] *Mem. de Parliamento*, p. 161 (Rolls Series).

[3] Inquisitions *ad quod damnum*, portfolio 53, no. 21 (Record Office).

tenements in that town may be left by will and the testator could devise them according to the custom of the town, let a writ be obtained from the Chancery to the mayor and bailiffs in the form that is usual with legacies of this kind'.[1] On Nov. 10, 1305, the king issued such a writ to the mayor and bailiffs, saying that he has given licence to the Master and scholars of Balliol to receive a messuage and nine shops left to them by William Burnel, and if the will has been proved before them in due order they are to deliver the messuage and shops according to the custom of the town.[2] We do not know what was the position of Hugo le Despenser; he may have had the wardship of the heir of William Burnel. But the difficulties of the executors were not finished. The profits of the town of Oxford had been granted to Queen Margaret; and her bailiffs claimed to hold the tenements 'in the name of wardenship by reason of the death of William Burnel'; but on Feb. 1, 1306, the king issued an order to his eschaetor to disregard the claim of the Queen's bailiffs and to deliver the messuage and shops to the scholars of Balliol,[3] inasmuch as the tenements could be devised by will like other tenements in the town. On April 24, 1306, an inquisition was held by the eschaetor concerning the tenements of William Burnel in Oxford (no. 188); the return is more full than the previous inquisition of Dec. 3, 1304, but it covers the same ground; the heir was declared to be of full age according to the 'custom of the town of Oxford', the custom of the town being that a person, male or female, was of age when fifteen years old.[4] On February 2, 1307, we find that Balliol was in possession of the Synagogue (no. 202) a part of Burnel's property, but it seems that there was still some difficulty; for we have a series of deeds between November 26, 1313, and May 14, 1314, by which the heir of William Burnel and the executors release the lands and tenements to Balliol; finally, Queen Margaret, now Queen Dowager, on August 27, 1314, confirmed the gift.

The exact size and shape of Burnel's Inn and the Dolphin will never be known, but by means of the Balliol deeds, supplemented by the Cartulary of St. Frideswide and the muniments of Magdalen, we are able to reconstruct the arrangement of the tenements with a considerable degree of certainty. The Inquisition held in 1306

[1] *Mem. de Parliamento*, p. 161 (Rolls Series).

[2] *Calendar of Close Rolls* (1302-7), p. 304.

[3] Ibid., p. 365.

[4] *Oxford City Documents*, pp. 225, 230 (O. H. S.).

(no. 188) informs us that William Burnel held four tenements in Fish Street in the parish of St. Aldate. The northernmost had belonged to Argalicia, a Jewess, and was bounded by a tenement of Nicholas de Coleshulle on the north, and a tenement once of Richard de Morton on the south; next came a tenement of Richard de Morton; next was the 'scola Judeorum' which is elsewhere called the Synagogue; and lastly a tenement which had once belonged to Mildegod, a Jew, and had been acquired by Burnel from the Hospital of St. John (see no. 179), bounded on the south by a tenement of the priory of St. Frideswide. The tenement of Nicholas de Coleshull, held in 1342 by Joseph de Wodestock (no. 215), is known to have been the corner tenement, bounded by Civil School Street on the north.[1] On the south of the four tenements of Burnel, there were tenements of St. Frideswide extending to the corner of St. Fridewide's Lane; we know something about them from the Cartulary of St. Frideswide, but whether they were three or four in number is uncertain.

The next step is to discover what was the position of Civil School Street and St. Frideswide's Lane. The latter is known to have been the northern boundary of St. Frideswide's cemetery and to have started from Beke's Inn, which is now represented by the house of the President of Corpus. It would therefore have run between the gardens of the Dean of Christ Church and the Professor of Pastoral Theology. We have assumed that it was continued westward in much the same line, but it is not unlikely that it diverged more towards the south than is shown in the map; for at present we only know of five tenements between St. Fridewide's Lane and the South Gate, and there is no reason to believe that any of them were of unusually large size. The situation of Civil School Street is also a little uncertain. As George Hall is known to have been opposite Vine Hall, and the position of Vine Hall can be fixed with some accuracy, the eastern end of the street is certain, but the western end is uncertain. We have assumed that two parallel walls in the gardens of the Canons on the north side of the Quadrangle, shown in all maps from the time of Agas, are relics of the street which seems to have been closed about 1550, and we have drawn the street accordingly. A third road, following the line of Blue Boar Lane, is shown in Mr. Hurst's map in Wood's 'City of Oxford', vol. i; but no evidence has been found that such a road existed in mediaeval times, and Blue Boar Lane was certainly made in 1553

[1] See a quotation given by Wood, *City of Oxford*, i. 160.

by the Dean and Canons of Christ Church.[1] We may assume that they were allowed to close Civil School Street on condition that they made another road.

We are enabled to ascertain the depth of Burnel's tenements in Fish Street by deed no. 206, which states that the wall between the tenement of Edmund de Ludlow on the north, and the tenement of Balliol called 'Bredeshot,' formerly the Synagogue, on the south, was 79½ feet long. It states that the wall stretched from Burnel's Inn in the parish of St. Edward on the east to the 'gable of the upper shop' of the synagogue. If we assume that the shops facing Fish Street were 20 to 25 feet in depth, which is about the usual depth for a mediaeval shop, we are brought to the conclusion that the eastern boundary of Burnel's tenement was about a hundred feet from the street, and this conclusion is confirmed by the fact that it makes the boundary between the parishes of St. Aldate and St. Edward very much in a line with the boundary further to the north on the west side of Edward Hall.

The Inquisition of 1306 (no. 188) informs us that William Burnel rebuilt the tenements and made them into nine shops; but the Balliol deeds suggest that it would be more accurate to say that he made them into eight shops in front and an inn behind. It was an age when many were erecting inns, and in every case the same method was followed; some adjacent houses were acquired, the frontage was turned into shops and the gardens behind supplied the site for the inn and courtyard. About 1300 John de Dokelington followed this plan when he built Dokelington's Inn, now the site of the Post Office; and the same was the process about 1330, when one of the name of Marshall made the inn now called the Clarendon. In all cases the courtyard was reached through an archway such as may be still seen at the Golden Cross Inn. It is true that Wood assumes[2] that Burnel turned the synagogue 'into a hall for students'; but when we find by deed no. 202 that as early as 1307 the synagogue, bounded by Burnel's Inn on the east, and certain shops on the west, was leased to John de Aylesbury, described as a taverner, it is a natural assumption that already it was an inn, as it certainly was in the next century.

The language of no. 202 implies that the synagogue was larger than the other three tenements and possibly ran behind them, while no. 206 suggests that the inn was at first called Brodyates.

[1] Twyne, xxii. 345, quoted by Wood, *City of Oxford*, i. 156; but Wood amplifies the record in Twyne, saying that the new lane led 'to the west part of Peckwater's Inne'. These words are not in the original and are incorrect.

[2] *City of Oxford*, i. 157.

East of the Synagogue we must place the tenement of Robert de Driffield, which once belonged to the Black Friars, of which the history is given us by deeds 180–4. The last of these deeds says that in 1299 it was bounded by John de Coleshille on the west, and we know that John de Coleshille owned the corner tenement on the south side of Civil School Street. On its east side we may locate the plot which Burnel acquired from Richard de Morton. The Inquisition of 1306 says that this plot measured a hundred feet by eighty, and was next to the tenement which Burnel acquired from Robert de Driffield. Towards the south-east, and within what was originally the parish of St. Frideswide, Burnel acquired from the Hospital of St. John a large messuage bounded by John the Tailor on the east and by holdings of St. Frideswide and of Juliana Gamage on the west (see no. 179). On the west side of this tenement Burnel acquired the messuages once of William Saunzdelay and of Dionisia Burwold (no. 188), of which we have mention in *Cart. St. Frid.* i. pp. 106 and 125. They were on the east side of Greek Hall, and had originally extended northward to the boundary of the parish, but Dionisia Burwold had granted to St. Frideswide's the 'caput' of her garden,[1] and this formed the plot of ground measuring fifty feet by sixty which Burnel acquired (no. 188). We do not know from whom he bought it; and though it is stated that he acquired the messuages once of Saunzdelay and Burwold from the Hospital of St. John, the statement may be doubted (see note to no. 188).

Our deeds do not furnish much information about the history of Burnel's Inn beyond the fact that in 1416 Richard Clifford rented it from Balliol, and contemplated the purchase of it (see no. 209). What happened after his death we do not know, but it was held by Benedictine monks as late as 1450;[2] after which time it seems to have reverted to the position of an ordinary academic hall.[3]

When Wolsey made a plan to build a College to the west of St. Frideswide's church, it was necessary that he should acquire the Dolphin Inn and London College. It will be seen from the map that the northern half of his quadrangle was occupied by a block of buildings bounded on the east by St. Edward's Lane, on the north by Jewry Lane or Civil School Street, on the west by Fish Street, and on the south by St. Frideswide's Lane. Of these buildings one half belonged to the Priory of St. Frideswide's, one or two were in private hands, and the rest belonged to Balliol. The deed is still preserved at

[1] *Cart. St. Frid.* i. 103 (Oxf. Hist. Soc.).

[2] *Munim. Acad.* ii. 627.

[3] Ibid. ii. 691.

Christ Church by which 'William White, master of Balliol College, for a certain sum of money paid beforehand' grants to John Hygden, Dean of Cardinal College, eight tofts and curtilages in Fish Street, whereon formerly stood seven cottages and the Dolphin Inn, bounded on the north and south by land of the Cardinal's College; he also grants another toft and curtilage once called London College, bounded on the north by Civil School Lane, on the south by 'Frideswythe's' Lane, and on the east and west by lands of Cardinal College; and George Reve and Roger Bradley are appointed to give seisin. The deed is dated April 18, 1526; but as the building of the College was begun on July 15, 1525, we might think that the date should be April 18, 1525. It is evident, however, that there were two stages in the building of Cardinal College, that though the College was founded in 1525 it was then housed in the buildings of the Priory and perhaps in Peckwater's Inn, and that no building was done outside the boundaries of St. Frideswide's. In the next year a larger scheme was begun, and the site of the Quadrangle was acquired. The proof of this is supplied by a manuscript book[1] which was drawn up by the Cardinal giving directions to his agents at Oxford for the manner in which the site of the Quadrangle was to be acquired. Though it is undated, it must be of about December, 1525. The College was already in existence, for the agents are instructed to consult the Dean on certain matters, and in one place the Cardinal 'marvels much' that without consulting him the Dean had allowed some of the College to withdraw to Poghley because of the plague; but the front Quadrangle was not begun nor the site acquired, and instructions are given for the suppression and demolition of the church of St. Michael at Southgate.

In this record there are words which throw light on some of the Balliol deeds about Burnel's Inn. On folio 50 the author gives his scheme for the acquisition of tenements belonging to Balliol College and the monasteries of Studley and Godstow:

'Secondly inasmuch as, ensuyng such divise of buylding and lodging as the said most reverend fader hath appointed to be in the precincte of his said Colleage and after the proportion of a plat drawen upon the same, not oonly certain housen belonging to the late monastery of Sainct Frediswide but also other apperteyning to Bayly Colleage, Godstow monastery & other persons for enlarging of the grounde must necessaryly be pulled down & taken in, his pleasour is that his said chapelens and counsailours, according to such commission as they have delyvered unto

[1] Record Office: Exchequer, Treasury of Receipt, Misc. Book, no. 102.

them for that purpose, doo treate, co*m*men, conclude and agree with the owners of the said howses, as to ther discretions shall be thought convenient, using nevertheless therein such dexterite & policie as first they may by good handling of the Master and company of Baly Colleage and also the prioresses of Godstow and Studley[1] monasteries induce them, by good words and promyses with hope that the said most reverende fader shal by impropriation of benefices unto them or such other wais recompense the same, to be content to demaunde noo other recompense for ther howses, being nowe of soo lytel proufyt and advauntage unto them; and if that waye wisely attempted and handled take no good effect, they shal thenne goo abowte to agre and compounde as well with the Master of Bayly Colleage as all other owners of such howses as must necessaryly be pulled down for reasonable summes of money, . . . consideration & respect to be had of the little profit . . . now arising and cumming to the owners . . . and what lesse proufyt shuld arrise of them in longer continuance, if they shul stond styl; and by such allegations tending to the same effect, to bring the price to as lowe a summe as may be to the most advauntage of his Grace.'

It appears from subsequent deeds that this scheme for the 'good handling' of Balliol was successful, and that the Cardinal, in spite of the language of the deed already quoted, did not actually give money to the College, but only promised to give lands or benefices. Three years later Balliol became anxious that the promise should be fulfilled. On Sept. 29, 1529, a deed was drawn up (no. 212) in the house of William Freur or Freer, a leading citizen of Oxford, at one time collector of rents of the lands of St. Frideswide's and Cardinal College,[2] in which Robert Carter who had been the Cardinal's agent in acquiring the land of Balliol asserted that he had paid nothing for it. Although Wolsey had not actually been dismissed from the King's service, his fall was imminent,[3] and his creditors were naturally nervous. Within a month he fell; his property passed to the King, but not his debts; and on Oct. 5, 1530, the debt was still unpaid and Balliol proposed to recover its property and occupy the building 'lately erected' upon it. The subsequent history is uncertain.

[1] Studley was a priory but Godstow was an abbey. The property of Studley was apparently in St. Aldate's parish on the east side of Fish Street not far from South Gate; see *Book of Wills*, p. 32; *Hundred Rolls*, ii. 801; *Eynsham Cart.* i. 301. The property of Godstow may have been Ship Hall, immediately south of Vine Hall and adjacent to Peckwater Inn. It is probable that it was rented by the principal of Peckwater's Inn. This would be required for the north-east corner of the Cardinal's site.

[2] Wood, *City of Oxford*, vol. iii, p. 29.

[3] 'Every one was beginning to shun the falling minister,' J. S. Brewer in *The Reign of Hen. VIII*, vol. ii, p. 370; Brewer quotes letters of July 30 and Aug. 31, 1529, to illustrate this.

In 1535 the College complained that it had lost £10 7*s.* 6*d.* yearly by 'the takynge in of London College with the Dolphon Ynne and dyverse other tenements unto the buyldinge off Frediswydes College; by the reason wheroff we be constraynyde to dymynyshe the nowmber of owr Felowes that we be bownde to have', and having 'with longe suyte to owr gret costys and charge' recovered nothing, prayed the King for recompense.[1] According to a petition addressed to Chancery by Balliol in 1557, the debt was on one occasion acknowledged by Henry VIII, and he issued a command that it should be paid, but this was not done. It is true that statements found in these petitions to Chancery must be discounted very liberally, and we may disbelieve the statement that the College had never consented to part with the land, and that the College seal had been stolen by the senior fellow at a time of plague, when the other members of the College were absent; but we may believe the statement that Henry VIII did not fulfil his promise, partly because it is probable in itself, and partly because the members of Christ Church admitted it. Their reply seems to have been that it was not reasonable that Christ Church should pay the King's debt, merely because it was difficult to recover it for the King. The fact is that Balliol was the victim of the Cardinal's astuteness. It is possible, though by no means certain, that if the Cardinal had retained the King's favour, the College might have received some recompense; unfortunately he fell and the College received nothing.

It may comfort Balliol to know that they were not the only sufferers at the hands of the Cardinal. At an inquisition held Oct. 20, 1530, the jury returned a verdict that on Feb. 3, 1526, the Cardinal disseised the Mayor and Burgesses of Oxford of a tenement called Shelvyngstole with a garden and four cottages, of a rent of 13*s.* 4*d.* from 'Jure Schole' and of 2*s.* from a tenement on the south side of East Gate; and on the same day another verdict declared that the Cardinal had disseised Lincoln College of a tenement worth 13*s.* 4*d.* yearly, which was bounded by the high way on the north, and by St. Michael's Church on the south, and had taken the building material, worth £30.[2] But these cases were not so hard as that of Balliol, which at one stroke lost an eighth of its income.

The deeds are arranged in the following order:—

178–85. The acquisition of the site by Burnel.

[1] *Valor Ecclesiasticus*, vol. ii, p. 270.

[2] Cardinal's Bundles, now *Inq. post mortem*, series ii, vols. 76 and 77, nos. 7 and 11 (Record Office).

186–201. The conveyance of Burnel's property to Balliol College.

202–11. Leases.

212–14. Dealings with Wolsey and Christ Church.

215. A list of the tenements in Oxford which belonged to the College in 1342.

178.

[Edward I grants to William Burnel the School of the Jews and tenements of Jews who had been exiled.]

Edwardus dei gracia rex Anglie, dominus Hibernie & dux Aquitannie omnibus ad quos presentes littere peruenerint salutem. Sciatis quod dedimus & concessimus pro nobis & heredibus nostris dilecto nobis Willelmo Burnell preposito Wellensi domos illas cum pertinenciis in Oxonia que fuerunt Mossei filii Iacobi de Londonia Iudei in parochia sancti Aldati, et domum illam cum pertinenciis que fuit scola Iudeorum in eadem uilla et domos illas & tenementa cum pertinenciis que fuerunt Margalicie que fuit uxor Uives de Gloucestria Iudee in eadem uilla, et domos illas cum pertinenciis que fuerunt Bonefeii filii Lumbardi de Crickelade Iudei in parochia sancti Martini in eadem uilla, et domos illas & tenementa cum pertinenciis que fuerunt Sarre que fuit uxor Benedicti le Eueske Iudee in parochia sancti Aldati in eadem uilla; et domos illas cum pertinenciis que fuerunt Florie la Vedue Iudee in eadem parochia in uilla predicta; et domos illas & tenementa cum pertinenciis que fuerunt Benedicti de la Cornere Iudei in eadem parochia in uilla predicta; et domos illas & tenementa cum pertinenciis que fuerunt Pye que fuit uxor Benedicti Caus Iudee in eadem parochia in uilla predicta; et domos illas cum pertinenciis que fuerunt Auegaye filie Benedicti de Wintonia Iudee in eadem parochia in uilla predicta; et eciam domos illas cum pertinenciis que fuerunt Samuelis de Berkhampsted Iudei in eadem parochia in uilla predicta per exilium eorundem Iudeorum & Iudearum a regno nostro tanquam escaeta nostra in manu nostra existencia & que ad decem libras octo solidos & septem denarios extenduntur; habenda & tenenda eidem Willelmo & heredibus suis vel cuicumque illa secundum consuetudinem ville predicte dare vel assignare voluerit de nobis & heredibus nostris imperpetuum, reddendo inde nobis & heredibus nostris sex denarios per manus balliuorum nostrorum eiusdem uille singulis annis ad Scaccarium nostrum sancti Michaelis, et faciendo aliis dominis feodi

B. II. 12
May 24, 1291

illius seruicia inde debita & consueta. In cuius rei testimonium has litteras nostras fieri fecimus patentes. Teste me ipso apud Norham uicesimo quarto die Maii anno regni nostri decimo nono.[1]

179.

[The Hospital of St. John grants to William Burnel a messuage in Fish street and another near the cemetery of St. Frideswide.]

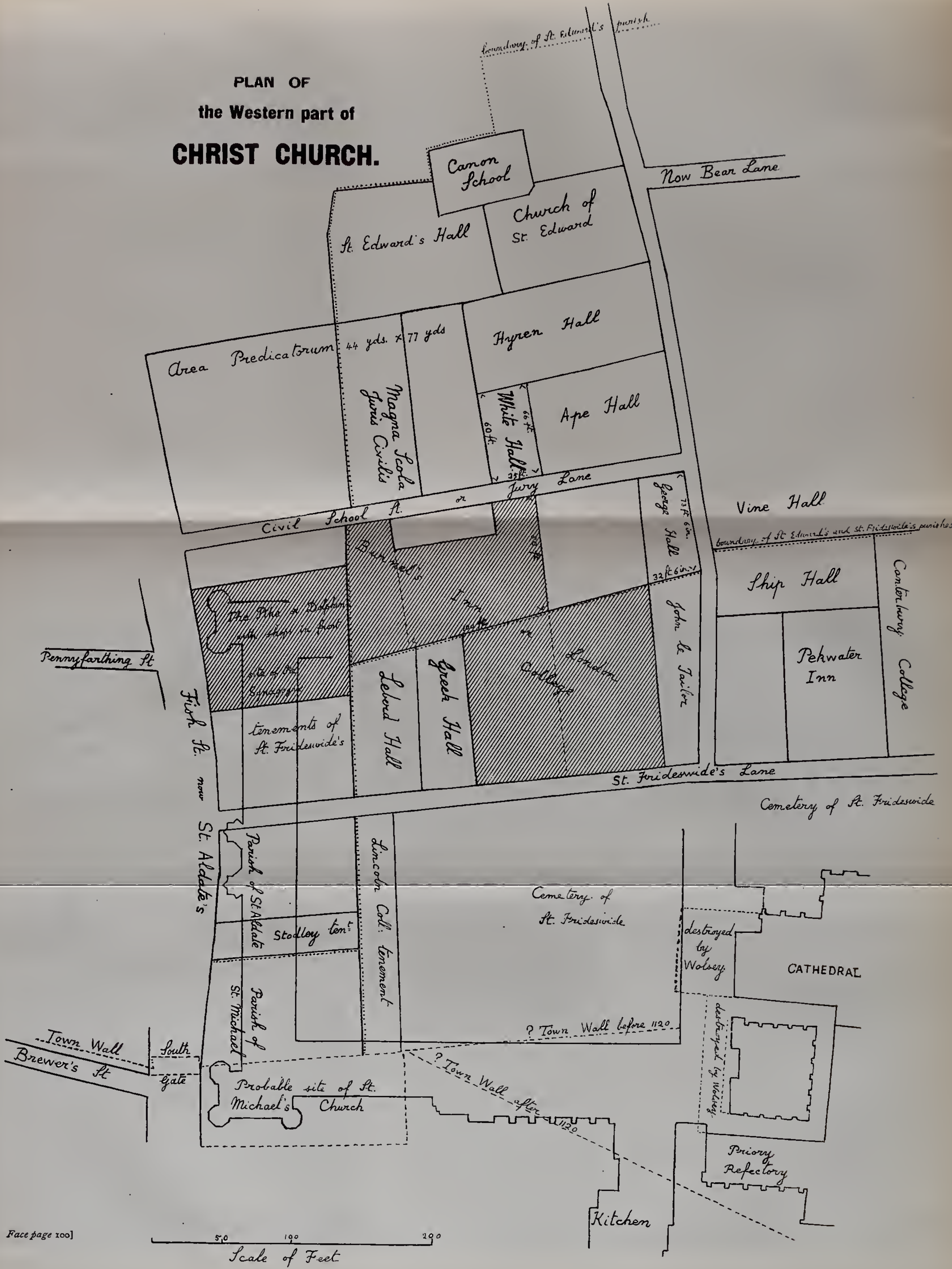
B. 9. 5[b]. Mich. 1291–Mich. 1292

Sciant presentes & futuri quod nos frater Nicholaus custos & magister hospitalis sancti Iohannis extra portam orientalem Oxonie, confratres & infirmi loci predicti dedimus, concessimus & hac presenti carta nostra confirmauimus pro nobis & successoribus nostris magistro Willelmo Burnel, Wellensi preposito & heredibus suis ac assignatis quibuscumque in perpetuum aulam nostram angularem[2] atque domos & tenementa cum suis pertinenciis prope cimiterium sancte Frideswide in villa Oxonie memorate, que aula & domus site sunt inter terram & tenementa quondam Iuliane Gamage atque terram & ten*ementa* prioris sancte Frideswide ex parte una & tenementa quondam Iohannis Cissoris ex parte altera in parochia sancte Frideswide. Dedimus eciam, concessimus & hac presenti carta nostra confirmauimus prefato magistro Willelmo Burnel & heredibus suis uel suis assignatis domum, terram & tenementa cum pertinenciis que Iacobus dictus Mildegod quondam Iudeus tenuit de nobis, que domus sita est inter ten*ementa* prioris sancte Frideswide ex parte una & tenementa que quondam fuerunt Iudeorum Oxonie ex parte altera in parochia sancti Aldati; habenda & tenenda omnes terras, domos & omnia tenementa predicta cum suis pertinenciis dictis magistro Willelmo & heredibus suis ac suis assignatis de capitalibus dominis terrarum & tenementorum huiusmodi bene & in bona pace libere, integre & quiete in perpetuum; reddendo inde annuatim sepedictus magister Willelmus & sui heredes aut assignati capitali domino feodorum illorum & aliis seruicia inde debita & consueta secundum quantitatem que pertinet ad tantum tenementum in villa Oxonie memorata. Pro hac autem donatione, concessione & presentis carte nostre confirmacione dedit prefatus magister Willelmus

[1] With the royal seal; B. 9. 5 is an early copy of this deed.

[2] The word *angularis* is here used vaguely, meaning 'at the corner'. Burnel's Inn was not actually the corner tenement, as it was bounded on the east by the tenement of John the Tailor (see no. 215); similarly the tenement of John the Tailor is described as bounded by the road on the east and Burnel's Inn on the west. The words *angularis* or *ad angulum* are occasionally used in this inaccurate way. In no. 215 Burnel's Inn is described as 'in quodam angulo'.

PLAN OF the Western part of CHRIST CHURCH.



Face page 100]

nobis & successoribus nostris in excambium domum illam cum pertinenciis que fuit Sarre quondam uxoris Benedicti le Eueske & terram illam & tenementa cum pertinenciis que fuerunt Samuelis de Berkhamstede & terram illam & tenementa cum pert. que fuerunt Pye quondam uxoris Benedicti de Kauz & terram illam & tenementa cum pert. que fuerunt Auegaye filie Benedicti de Wynton & terram illam & tenementa cum pert. que fuerunt Benedicti de la Cornere quondam Iudeorum & Iudearum Oxonie,[1] reddendo inde annuatim nos & successores nostri predicti capitalibus dominis feodorum predictorum seruicia debita & consueta. Et nos dicti custos & magister hospitalis predicti, confratres & infirmi loci predicti omnes domos & terras & omnia tenementa predicta cum omnibus & singulis pertinenciis suis sepedicto magistro Willelmo & heredibus ac assignatis suis contra omnes homines & feminas per seruicia predicta acquietabimus & in perpetuum defendemus ac warantizabimus per excambium supradictum. Et ut [&c. alternate sealing], hiis testibus, Henrico Oweyn tunc maiore Oxonie, Willelmo de Wodestone & Andrea Culvert tunc balliuis eiusdem ville, Philippo de Ow, Iohanne Culvert, Ricardo de la Garderobe, Iohanne de Ow, Nicholao Aurifabro, Henrico de Gamage, Ricardo le Espicer, Thoma Lysewys & multis aliis.

180.

[Thomas son of Edwin sells land to the Black Friars.]

Sciant presentes & futuri quod ego Thomas filius Thome filii Edwini A. 13. 1
de Oxonia concessi, dimisi & liberaui & hac presenti carta mea con- c. 1233
firmaui fratribus Predicatoribus[2] de Oxonia totam terram meam cum omnibus pertinenciis suis que est in parochia beati Eadwardi in Oxonia, illam uidelicet que iacet inter terram que est Roberti With & terram que fuit Iohannis de Nauare, habendam & tenendam de me & heredibus meis sibi & suis assignatis in perpetuum libere & quiete & integre, reddendo inde annuatim domui hospitalis de sancto Iohanne extra portam orientalem de Oxonia tresdecim denarios ad duos anni terminos

[1] These houses extended from Pennyfarthing Street towards Carfax; for the most part they still belong to Magdalen.

[2] Although the house of the Dominicans was on the north side of Jury lane, there can be no doubt that this tenement was on the south side. In one of the rentals of St. John's Hospital it is described as 'opposite the school of Civil Law', i. e. on the south side; and as we know that William Burnel left to Balliol *all* his tenements in Oxford, and that Balliol had nothing on the north side of the lane, we are forced to the conclusion that this land did not adjoin the main holding of the Dominicans, but was opposite to it.

pro omni seruicio & exaccione & demanda, videlicet ad festum sancti Michaelis VI denarios & obolum et in Annunciacione sancte Marie VI denarios & obolum. Et ego predictus Thomas filius Thome & heredes mei warantizabimus predictis fratribus Predicatoribus & suis assignatis totam predictam terram cum omnibus pertinenciis suis contra omnes homines mares & feminas. Pro hac autem concessione, dimissione, liberacione, confirmacione, warantizacione predicti fratres Predicatores dederunt michi centum solidos argenti in garsuma. Ut igitur [&c. sealing], hiis testibus, Petro filio Toroldi tunc maiore Oxonie, Roberto filio Oweni, Philippo Molendinario, Waltero Aurifabro, Laurencio With, Henrico Inge, Alewico, Iohanne Pille, Ricardo Molendinario, Roberto Minnoth & aliis.

181.

[The Friars sell it to Randulf de Chilton.]

A. 13. 2
c. 1236

Sciant presentes et futuri quod ego frater Willelmus de Tyford & conuentus fratrum Predicatorum Oxonie dedimus & concessimus, dimisimus & liberauimus & hac presenti carta nostra confirmauimus Randulfo de Chiltune capellano totam terram nostram cum omnibus pertinenciis suis que iacet inter terram que est Roberti Wyth et terram que fuit Iohannis de Nauare in parochia sancti Edwardi Oxonie, illam uidelicet terram quam emimus a Thoma filio Thome filii Edwyni de Oxonia; habendam & tenendam sibi et heredibus uel assignatis suis in perpetuum libere et quiete, integre et pacifice, reddendo inde annuatim domui hospitalis sancti Iohannis extra portam orientalem Oxonie tresdecim denarios ad duos anni terminos, uidelicet ad festum sancti Michaelis sex denarios et obolum & ad Annunciacionem beate Marie sex denarios et obolum pro omni seruitio et exaccione & demanda. Et nos pro nobis & successoribus nostris dicto R. et heredibus suis uel assignatis tanquam ueris assignatis nostris cessimus & concessimus totum ius nostrum quod habuimus uel habere potuimus in predicta terra cum omnibus pertinenciis suis, ita quidem quod dictus Thomas filius Thome filii Edwyni & heredes sui omni eodem modo teneantur dicto R. & heredibus suis uel assignatis warantizare predictam terram cum omnibus suis pertinenciis contra omnes homines & feminas sicut nobis tenebantur warantizare prout in carta dicti Thome quam predicto R. concessimus continetur. Pro hac autem donatione [&c.] dedit nobis predictus R. septem marcas argenti. Et ut [&c. sealing], hiis

testibus, Petro filio Thoraldi tunc temporis maiore Oxonie, Philippo Molendinario, Henrico filio Symonis, Galfrido de Stokwelle, Adam Feteplace, Waltero Aurifabro, Henrico Ynge, Iohanne Costard, Willelmo filio Alani et aliis.[1]

182.

[Randulf de Chilton sells it to Alicia Haket.]

Sciant presentes & futuri quod ego Randulfus de Chiltune capellanus A. 13. 3
dedi & concessi & hac presenti carta mea confirmaui Alicie Haket de Mich.
Lamburne totam terram meam cum omnibus pertinenciis suis que 1247– Mich.
iacet inter terram que est Roberti Wyth et terram que fuit Iohannis 1248
de Nauare in parochia sancti Edwardi Oxonie, illam uidelicet terram quam emi a fratribus Predicatoribus Oxonie, quam dicti Predicatores emerunt a Thoma filio Thome filii Edwyni de Oxonia, habendam & tenendam sibi & heredibus suis uel assignatis suis in perpetuum libere & quiete, integre & pacifice, reddendo inde annuatim domui hospitalis sancti Iohannis extra portam orientalem Oxonie tresdecim denarios ad duos anni terminos scilicet [6½d. Sept. 29, & 6½d. March 25] pro omni seruicio & exactione & demanda. Ego uero [&c. warranty]. Pro hac autem concessione & donatione [&c.] dedit michi predicta Alicia quindecim marcas argenti in gersumiam. Ut hec igitur [&c. sealing], hiis testibus, domino Willelmo Haket milite, Laurencio Wyth tunc maiore Oxonie, Willelmo le Seinter & Galfrido Aurifabro tunc balliuis Oxonie, Reginaldo Gamage, Nicolao Cisore, Willelmo filio Alani, Iohanne Costard & aliis.

183.

[Alicia de Lamburne sells a messuage to Robert de Gretton.]

Sciant presentes & futuri quod ego Alicia de Lamburne[2] dedi & con- A. 13. 4
cessi & hac presenti carta mea confirmaui Roberto de Grettone unum Mich.
mesuagium cum omnibus suis pertinenciis quod est inter terram que 1252– Mich.
fuit Thome filii Edwini ex una parte & terram Aaron Canis Iudei ex 1253
altera in parochia sancti Edwardi Oxonie, habendum & tenendum predicto Roberto & heredibus suis & suis assignatis libere, quiete, integre

[1] Peter son of Torald was mayor from Michaelmas 1231 to Michaelmas 1237, and again Michaelmas 1240 to Michaelmas 1244.

[2] Alicia de Lamborne and Alicia Haket are identical; see the seal of no. 184.

& pacifice in perpetuum, reddendo inde annuatim hospitali sancti Iohannis Oxonie tresdecim denarios terminis debitis pro omni seruicio & exaccione & demanda. Et ego [&c. warranty]. Pro hac autem donatione [&c.] dedit michi pre manibus predictus Robertus centum solidos sterlingorum in gersumam & unam robam de Burneto. Ut igitur [&c. sealing], hiis testibus, domino Nicholao de Hanrethe tunc uicecomite Oxonie, Iohanne de Coleshulle & Galfrido de Hengesheye tunc prepositis Oxonie, Laurancio (*sic*) With, Adam Feteplace, Waltero Aurifabro, Galfrido Aurifabro, Waltero de Oseneya, Ricardo de Suttone, Rogero de Driffeld, Alano Tannario, Ricardo filio Nicholai, Andrea de Derham, Willelmo Pille, Galfrido Clerico & aliis.[1]

184.

[Robert de Gretton grants it to William Burnel.]

A. 13. 5
Dec. 31, 1299

Sciant presentes & futuri quod ego Robertus de Grettone dedi magistro Willelmo Burnel unum mesuagium meum in parochia sancti Edwardi Oxonie quod est inter terram que fuit Iohannis de Coleshulle ex parte occidentali & terram eiusdem Willelmi ex parte orientali; tenendum & habendum predictum mesuagium predicto magistro Willelmo & heredibus suis & assignatis imperpetuum, faciendo inde annuatim magistro & fratribus hospitalis sancti Iohannis Oxonie seruicia inde debita & consueta. Et ego [&c. warranty]. Et ut [&c. sealing], hiis testibus, dominis Philippo de Ho tunc maiore Oxonie, Iohanne fratre suo, Thoma Sowy, Andrea de Pirye, Andrea Kiluert, Iohanne Aurifabro, Thoma de Orlyens & aliis. Dat' Oxonie in vigilia Circumcisionis domini, anno gracie ducentesimo nonogesimo nono.[2]

185.

[John le Bowyer grants a solar to William Burnel.]

B. 9. 6
Feb. 10, 1300

Sciant presentes & futuri quod ego Iohannes filius Ricardi le Bowyere de Oxonia dedi magistro Willelmo Burnel pro triginta

[1] Seal circular, $1\frac{1}{2}$ in., a quatrefoil S' ALICIE D' LAMBORNE.

[2] Seal, green, pointed oval, a fleur-de-lis, $1\frac{3}{8}$ in. by 1 in., S' ALIC' HAKET D' LAB' NE. This use of another person's seal is curious. Probably Robert de Grettone is the same as Robert de Driffield. In the rental of St. John's Hospital for 1293, the rent 13*d*. is paid by Robert de Driffield, and the Inquisition *Post Mortem* for William Burnel (no. 188) says that he bought a tenement from Robert de Driffield, and does not mention Robert de Gretone. Garton in Yorkshire is about two miles from Driffield. We know that John de Coleshulle held the corner tenement at the junction of Jury Lane and Fish Street; see no. 188.

solidis sterlingorum quos michi dedit pre manibus unum solarium meum quod habui in villa Oxonie, illud videlicet quod est situm in cornera iuxta portam eiusdem magistri Willelmi cum omnibus pertinenciis & iuribus que habui in eodem; tenendum & habendum predicto magistro Willelmo & heredibus suis vel assignatis seu legatariis imperpetuum; reddendo inde annuatim rectori ecclesie sancti Michaelis ad portam borealem septem denarios ad Pascha & ad festum sancti Michaelis in equalibus porcionibus pro omnibus secularibus seruiciis, consuetudinibus & demandis. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, dominis Philippo de Ho tunc maiore Oxonie, Iohanne fratre suo, Andrea Culuert, Iohanne Aurifabro, Philippo de Wrmenhale, Radulfo de Cockeswelle, Willelmo le Lung & aliis. Dat' Oxonie die sancte Scolastice uirginis anno regni regis Edwardi vicesimo octauo.[1]

186.

[Licence in mortmain by Edward I to the executors of William Burnel.]

Edwardus dei gracia rex Anglie, dominus Hibernie & dux Aquitannie omnibus ad quos presentes littere peruenerint salutem. Quia accepimus per inquisicionem[2] quam per uicecomitem nostrum Oxonie fieri fecimus quod non est ad dampnum uel preiudicium nostrum aut aliorum si concedamus Hugoni de Scales, Galfrido de Heghham & Iohanni de Borham executoribus testamenti magistri Willelmi Burnel quondam prepositi Wellensis quod ipsi nouem shopas cum pertinenciis in Oxonia que de nobis tenentur & unum mesuagium cum pertinenciis in eadem villa, que idem Willelmus in testamento suo eisdem executoribus legauit ad executionem testamenti sui faciendam dare possint & assignare dilectis nobis in Cristo magistro domus scolarium de Balliolo Oxonie & scolaribus eiusdem domus; habenda & tenenda eisdem magistro & scolaribus & successoribus suis magistris & scolaribus eiusdem domus de nobis & heredibus nostris & aliis capitalibus dominis feodi illius per seruicia inde debita & consueta imperpetuum; nos per finem quem predictus magister fecit nobiscum in Cancellaria nostra concessimus & licenciam dedimus pro nobis & heredibus nostris quantum in nobis est prefatis executoribus quod

B. 9. 8
Jan. 16, 1305

[1] Seal, green, circular, 1 in., a fleur-de-lis, S' IOHIS FIL' RIC' ARCH'. This solar had belonged to John the tailor, see Cart. St. Frid. I. 127. No doubt it was situated at the south-east corner of Burnel's Inn, in St. Frideswide's lane opposite the wall of St. Frideswide's cemetery.

[2] The inquisition quoted above, see p. 91.

ipsi shopas & mesuagium predicta cum pertinenciis dare possint & assignare predictis magistro & scolaribus, habenda & tenenda sibi & successoribus suis magistris & scolaribus eiusdem domus de nobis & heredibus nostris & aliis capitalibus dominis feodi illius per seruicia inde debita & consueta imperpetuum, et eisdem magistro & scolaribus quod ipsi shopas & mesuagium predicta cum pertinenciis a prefatis executoribus recipere possint; habenda & tenenda sibi & successoribus suis predictis sicut predictum est tenore presencium similiter licenciam dedimus specialem, statuto nostro de terris & tenementis ad manum mortuam non ponendis edito non obstante; nolentes quod iidem executores aut predicti magister & scolares seu successores sui racione premissorum per nos uel heredes nostros iusticiarios, escaetores, uicecomites, balliuos, aut alios ministros nostros quoscumque occasionentur, molestentur in aliquo seu grauentur. In cuius rei testimonium has litteras nostras fieri fecimus patentes. Teste me ipse apud Swatone, sextodecimo die Ianuarii anno regni nostri tricesimo tercio.[1]

187.

[The executors of William Burnel convey his rents and tenements in Oxford to Balliol Hall.]

A. 13. 9 Mich. 1304–Mich. 1305

Nouerint uniuersi presens scriptum uisuri uel audituri quod nos Hugo de Scales & Galfridus de Heyham executores testamenti uenerabilis uiri magistri Willelmi Burnel quondam Wellensis prepositi secundum voluntatem ultimam & iniunccionem nobis a dicto testatore in periculo animarum nostrarum factam in testamento predicto concessimus & quantum in nobis est tradidimus & dimisimus magistro & scolaribus aule de Balliolo in Oxonia & eorum successoribus pro anima domini Roberti Burnel quondam Batoniensis & Wellensis episcopi, patrui dicti testatoris, & pro anima dicti testatoris omnia tenementa & omnes domos & redditus que fuerunt ipsius magistri Willelmi in Oxonia, de quibus seysina & possessio nobis liberata fuit per maiorem & balliuos Oxonie uirtute dicti testamenti coram eis in plena curia exibiti & probati, habenda & tenenda de capitalibus dominis feodi predictis magistro & scolaribus aule supradicte & eorum successoribus cum omnibus pertinenciis libere, pacifice, integre, in pace in perpetuum, faciendo inde annuatim predictis capitalibus dominis seruicia debita & redditus consuetos et reddendo

[1] B. 9. 9 is a duplicate of this, but signed *Burtone*. Both have the great seal.

insuper Roberto de Hastang nepoti dicti testatoris annuatim a tempore quo predicta tenementa pacifice possideant usque ad terminum decem annorum proximo sequencium quadraginta solidos secundum formam in dicto testamento expresse contentam. Et ut hec nostra concessio, tradicio & dimissio quantum ad nos attinet dictis magistro & scolaribus valida sit & robur firmitatis optineat in perpetuum huic presenti scripto sigilla nostra sunt appensa. Hiis testibus, Iohanne de Ew tunc maiore Oxonie, Philippo de Ew, Thoma Sowi, Andrea Pyrie, Roberto de Wormenhale, Philippo de Wormenhale, Henrico de Linne, Ricardo de Re (*sic*), Iohanne de Beuerle & aliis.[1]

188.

[An inquisition *Post Mortem* about the property of William Burnel in Oxford.]

Inquisicio facta apud Oxoniam xxiiii die Aprilis anno regni regis Edwardi filii regis Henrici xxxiii coram escaetore domini regis iuxta tenorem breuis eiusdem domini regis de terris & tenementis que fuerunt magistri Willelmi Burnel, uidelicet quantum terre idem magister Willelmus tenuit de domino rege in capite die quo obiit & quantum de aliis & per quod seruicium & quantum terre ille valeant per annum in omnibus exitibus & quis propinquior heres eius sit & cuius etatis per sacramentum Thome de Henxeye, Radulfi de Stoke, Iohannis de Westone, Iohannis de Arderne, Willelmi de Colesbourne, Rogeri Mimekan, Ricardi de Mortone, Roberti de Watlingtone, Radulfi de Hamptone, Iohannis Fraunceys, Ade de Spaldyng & Iohannis de Hakebourne. Qui dicunt quod idem magister Willelmus tenuit die quo obiit in dominico suo ut de feodo tenementa subscripta in Oxonia de diuersis dominis & per diuersa seruicia ut patet inferius, uidelicet unum mesuagium cum pertinentiis in quo ipse manebat dum vixit & fuit capitale eius mesuagium in Oxonia & tenetur in capite de magistro & fratribus hospitalis sancti Iohannis extra portam orientalem Oxonie per seruicium sex denariorum per annum & valet per annum in omnibus exitibus sex marcas; & unam placiam terre latitudinis quinquaginta pedum & longitudinis sexaginta pedum que quidem placia iacet inter le Grekhalle & predictum mesuagium & tenetur in capite de priore & conuentu sancte Frideswyde Oxonie per seruicium xii denariorum per annum & valet per annum in omnibus

B. 9. 7
April 24, 1306

[1] With two small seals, different from those on no. 192; that on the left is oval, not pointed, 1 in. × $1\frac{1}{8}$ in., an Indian elephant, S' HVGONIS DE SCALA.

exitibus duos solidos; & duo mesuagia, unum uidelicet quod fuit Willelmi Saunzdelay & aliud quod fuit Dionisie Borewald, que quidem mesuagia[1] idem Willelmus habuit ex dono magistri & fratrum hospitalis predicti & tenentur in capite de priore & conuentu sancte Frideswyde per seruicium triginta & duorum denariorum per annum & ualent per annum in omnibus exitibus tres solidos. Item dicunt quod predictus magister Willelmus obiit seysitus de quatuor mesuagiis cum pertinenciis in parochia sancti Aldati Oxonie in alto vico, uidelicet de uno mesuagio quod idem magister Willelmus habuit de dono magistri & fratrum hospitalis predicti & est situm inter tenementum prioris & conuentus sancte Frideswide & scolam que fuit Iudeorum & tenetur in capite de Iohanne filio Walteri le Orfeuere de Oxonia per seruicium xv denariorum per annum, & de uno mesuagio cum pertinenciis quod fuit scola Iudeorum & post exilium Iudeorum idem magister Willelmus habuit ex dono domini regis quod quidem mesuagium Iudei tenebant in capite de predicto Iohanne filio Walteri per seruicium xv denariorum per annum & de priore & conuentu sancte Frideswyde per seruicium quatuor denariorum per annum, & de uno mesuagio cum pertinenciis quod idem magister Willelmus habuit de dono Ricardi de Mortone & situatur inter predictam scolam Iudeorum & tenementum quod fuit Argalicie que fuit uxor Uiues de Gloucestria Iudei quod quidem mesuagium ipsa [*sic*] tenuit in capite de predicto Iohanne filio Walteri per seruicium xv denariorum per annum, & de uno mesuagio cum pertinenciis quod fuit predicte Argalicie Iudee & quod idem magister Willelmus habuit de dono domini regis post exilium Iudeorum & iacet predictum mesuagium inter tenementum quod fuit Ricardi de Mortone & tenementum quod fuit Nicholai de Coleshulle & quod eadem Argalicia tenuit in capite de predicto Iohanne filio Walteri per seruicium xv denariorum per annum, & super predicta quatuor mesuagia edificata sunt nouem schope & quatuor celaria & ualent per annum in omnibus exitibus sex marcas. Dicunt eciam quod idem magister Willelmus obiit seysitus de uno mesuagio cum pertinenciis quod habuit de dono Roberti de Driffeld in parochia sancti Edwardi Oxonie & quod tenuit in capite de magistro & fratribus hospitalis sancti Iohannis predicti per seruicium XII denariorum[2] per annum &

[1] The statement that William Burnel obtained these two messuages from the Hospital of St. John may be doubted. In 1291 (see no. 179) it is implied that they did not belong to the Hospital, and if the Hospital acquired them after that date we should find an inquisition *ad quod damnum* about them. In any case they were not important messuages, being valued at 5*s*. 8*d*. per annum.

[2] This inquisition and the earlier inquisition quoted on page 91 say xiid. whereas it should be xiiid. (see p. 103).

ualet in omnibus exitibus quatuor solidos; & de una placia terre latitudinis quater uiginti pedum & longitudinis quinquies uiginti pedum quam[1] idem magister Willelmus habuit de dono Ricardi de Mortone & iacet inter tenementum predicti Roberti de Driffeld & tenementum Hugonis Cary & tenetur in capite de Willelmo Aurifabro per seruicium septem solidorum & sex denariorum per annum & ualet per annum in omnibus exitibus unam marcam. Dicunt eciam predicti iurati quod Edwardus Burnel filius domini Philippi Burnel est propinquior heres predicti Willelmi Burnel & est plene etatis secundum consuetudinem uille Oxonie. In cuius rei, &c.[2]

189.

[Edward Burnel surrenders all the tenements of William Burnel in Oxford to his executors.]

Uniuersis sancte matris ecclesie filiis ad quos presentes littere B. II. 16
peruenerint Edwardus Burnel miles salutem in domino sempiternam. Nov. 26
Nouerit uniuersitas uestra quod cum magister Willelmus Burnel omnes 1313
terras & tenementa sua infra uillam Oxonie in testamento suo in ultima uoluntate sua iuxta consuetudinem uille supradicte magistro & scolaribus domus de Balliolo Oxonie legasset, eisdem magistro & scolaribus & eorum successoribus scolaribus ibidem in perpetuum possidenda, egoque predictus Edwardus licet possessionem seu seisinam terrarum & tenementorum predictorum tanquam propinquior heres predicti magistri Willelmi nactus fui & adeptus, aduertens tamen non solum anime fore periculosum uerum etiam dampnosum tenementa taliter legata contra uoluntatem testatoris occupare seu etiam detinere, omnes terras & tenementa predicta cum pertinenciis suis dominis Hugoni de Scales militi & Iohanni de Borham clerico executoribus testamenti predicti magistri Willelmi resignaui, tradidi, & totaliter restitui ad executionem testamenti illius iuxta uoluntatem testatoris predicti inde perficiendam, cuicumque iuri seu accioni que michi seu heredibus meis aut alicui alteri nomine nostro ad terras seu tenementa predicta aut aliquam partem eorumdem calumpniandas seu petendas futuris temporibus quoquomodo competere poterunt renuntians per presentes. In cuius rei testimonium sigillum meum presentibus apposui; hiis testibus, dominis Rogero de Mortuo Mari de Wygemor,

[1] que, MS.
[2] A contemporary transcript, not the original return, having no seals.

Theobaldo de Uerdone, Galfrido de Welleforde, Rogero de Suttone, & Adam de Brom clericis de Cancellaria domini regis & aliis multis. Dat' apud Westmonasterium die Lune in crastino sancte Katerine uirginis & martiris, anno regni regis Edwardi filii regis Edwardi septimo.

B. 11. 17 A duplicate of B. 11. 16.

190.

[Edward Burnel appoints attorneys to give seisin to the executors.]

A. 13. 7
Nov. 26,
1313

Vniuersis Cristi fidelibus ad quos presentes littere peruenerint Edwardus Burnel miles salutem in domino sempiternam. Nouerit uniuersitas uestra me attornasse & loco meo posuisse reuerendum uirum magistrum Henricum de Harkla sacre pagine professorem Cancellarium Uniuersitatis Oxonie ac Willelmum Pennard burgensem eiusdem ville diuisim & coniunctim ad liberandum nomine meo seisinam omnium terrarum & tenementorum cum pertinenciis suis que magister Willelmus Burnel infra villam Oxonie quondam tenuit in manu mea existencium dominis Hugoni de Scales militi & Iohanni de Borham clerico executoribus testamenti predicti magistri Willelmi uel eorum attornato eorum nomine, habendum [*sic*] iuxta tenorem carte mee eis inde confecte, ratum habens & gratum quicquid dicti attornati mei uel eorum alter nomine meo fecerint uel fecerit in premissis. In cuius rei testimonium sigillum meum presentibus est appensum. Dat' apud Westmonasterium die Lune in crastino sancte Katerine anno regni regis Edwardi filii regis Edwardi septimo.[1]

191.

[Two of the executors appoint an attorney to receive seisin.]

B. 11. 15
Nov. 26,
1313

Uniuersis Cristi fidelibus ad quos presentes littere peruenerint Hugo de Scales miles & Iohannes de Borham clericus executores testamenti recolende memorie magistri Willelmi Burnel salutem in domino sempiternam. Nouerit uniuersitas uestra nos attornasse & loco nostro

[1] Seal, green, circular, $1\frac{1}{8}$ in., a lion rampant on a shield, SIGILLVM EDWARDI BVRNEL.

posuisse magistrum Willelmum de Gotham ad recipiendum nomine nostro de nobili uiro domino Edwardo Burnel milite uel eius attornatis seu attornato seisinam omnium terrarum & tenementorum cum pertinenciis suis que quondam fuerunt magistri Willelmi Burnel infra uillam Oxonie iuxta tenorem carte predicti domini Edwardi nobis inde facte, ratum habentes & gratum quicquid idem magister Willelmus attornatus noster nomine nostro fecerit in premissis. In cuius rei testimonium sigilla nostra presentibus apposuimus. Dat' apud Westmonasterium in crastino sancte Katerine, anno regni regis Edwardi filii regis Edwardi septimo.

192.

[The executors of William Burnel grant his tenements in Oxford to the House of Balliol.]

Uniuersis sancte matris ecclesie filiis ad quos presentes littere peruenerint Hugo de Scales, Galfridus de Heghham, & Iohannes de Borham executores testamenti magistri Burnel quondam prepositi Wellensis salutem in domino sempiternam. Nouerit uniuersitas uestra nos ad execucionem testamenti predicti magistri Willelmi faciendam dedisse, concessisse, assignasse & hac carta nostra confirmasse magistro domus scolarium de Balliolo Oxonie & scolaribus eiusdem domus omnes terras & tenementa cum pertinenciis que fuerunt predicti magistri Willelmi infra villam Oxonie; habenda & tenenda eisdem magistro & scolaribus & successoribus suis magistris & scolaribus eiusdem domus de domino rege & heredibus suis & aliis capitalibus dominis feodi illius per seruicia inde debita & consueta in liberam, puram & perpetuam elemosinam ad augmentacionem numeri scolarium domus eiusdem & sustentacionis eorumdem imperpetuum, reddendo inde annuatim domino regi & aliis capitalibus dominis seruicia inde debita & consueta. In cuius rei testimonium sigilla nostra huic scripto apposuimus. Hiis testibus, dominis Adam de Osgodbi, Roberto de Bardelbi, Willelmo de Ayremynne, Galfrido de Welleford, Rogero de Suttone, Adam de Brom clericis de Cancellaria domini regis, magistro Henrico de Harcla Cancellario Uniuersitatis Oxonie, Willelmo de Burncestre maiore ville Oxonie, Andrea de Pirye, Iohanne de Colleshulle, Iohanne de Dokelyntone & multis aliis.[1]

A. 13. 8
c. Dec.
1313

[1] With three small seals; the centre seal is the figure of St. Margaret, 'SCA. MARGARETA ORA PRO ME.' Henry de Harcla was Chancellor of the University Dec. 11, 1312 to Sept. 1317; William de Burncestre was mayor Michaelmas 1312 to Michaelmas 1315, but not for the next two years.

193.

[A fuller form of the same grant.]

B. II. 22 c. Dec. 1313

Omnibus sancte matris ecclesie filiis ad quos presentes littere peruenerint Hugo de Scales miles & Iohannes de Borham clericus, executores testamenti magistri Willelmi Burnel salutem in domino sempiternam. Nouerit uniuersitas uestra nos ad executionem testamenti predicti magistri Willelmi iuxta ultimam ipsius uoluntatem dedisse, concessisse, & hac carta nostra confirmasse magistro & scolaribus domus de Balliolo Oxonie omnes terras & tenementa que fuerunt predicti magistri Willelmi infra uillam Oxonie cum omnibus suis pertinenciis; habenda & tenenda eisdem magistro & scolaribus & successoribus suis in liberam, puram & perpetuam elemosinam; ita quod iidem magister & scolares & eorum successores pro animabus celebris memorie Roberti Burnel quondam Bathoniensis & Wellensis episcopi, Philippi Burnel necnon & predicti magistri Willelmi, ac etiam pro salubri statu domini Edwardi Burnel dum uiuit & etiam pro anima sua post ipsius obitum & animabus antecessorum & successorum suorum & omnium fidelium defunctorum exorare & deum specialiter interpellere, ac etiam numerum scolarium iuxta quantitatem ualoris terrarum & tenementorum predictorum augmentare & imperpetuum sustinere teneantur; et si contingat dictos magistrum et scolares aut eorum successores in aliquo premissorum, quod absit, deficere, tunc predictus Edwardus & heredes sui dictos magistrum & scolares & eorum successores in terris & tenementis predictis quousque premissa omnia & singula plenarie perfecerint distringendi & compellendi plenariam habeant potestatem. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, dominis Rogero de Mortuo Mari de Wygemor, Theobaldo de Uerdone, Ricardo de Harle militibus, Adam de Osgodby, Roberto de Bardelby, Willelmo de Ayrimynne, Adam de Brom clericis de Cancellaria domini regis, magistro Henrico de Harcla Cancellario Uniuersitatis Oxonie, Willelmo de Burnecestria maiore uille Oxonie, Andrea de Pirye, Iohanne de Colleshulle, Iohanne de Dukelyntone, Ricardo Oueree, Willelmo Pennard burgensibus uille Oxonie & multis aliis.

194.

[Two of the executors appoint an attorney to give seisin to Balliol.]

Universis [&c.] Hugo de Scales miles & Iohannes de Borham clericus executores [&c. as in no. 195 *mutatis mutandis*]. Dat' apud Westmonasterium die Ueneris in crastino sancti Nicholai anno regni domini Edwardi filii regis Edwardi septimo. **B. II. 24 Dec. 7, 1313**

195.

[The third executor appoints the same attorney.]

Universis [&c.] Galfridus de Heghham unus executorum testamenti magistri Willelmi Burnel quondam prepositi Wellensis salutem in domino sempiternam. Nouerit uniuersitas vestra me attornasse & loco meo posuisse magistrum Willelmum de Gotham ad liberandum seisinam omnium terrarum & tenementorum que quondam fuerunt predicti magistri Willelmi infra villam Oxonie magistro & scolaribus domus de Balliolo Oxonie; habenda & tenenda eisdem magistro & scolaribus & successoribus suis imperpetuum iuxta tenorem carte per me & coexecutores meos testamenti predicti eis inde facte, ratum habiturus & gratum quicquid dictus magister W. faciendum duxerit in premissis. In cuius [&c. sealing]. Dat' Londonie die dominica in festo Epiphanie domini anno regni domini Edwardi filii regis Edwardi septimo. **B. II. 23 Jan. 6, 1314**

196.

[Edward Burnel acknowledges the receipt of £70 from Adam de Brome and others.]

A touz ceux qe ceste lettre verrunt ou orrunt Edward Burnel chiualer salutz en dieu. Sachez nous auer receu de sire Hughe de Escales chiualer, de sire Iohan de Borham persone del eglise de Leeghe, de mestre Willeme de Gotham persone del eglise de Hethere, e de sire Adam de Brome persone del eglise de Handesworthe, seissaunte e diz liures, des queux il nous unt fet reconissaunce en la court nostre seignour le Rey a payer les trente e cynk' liures a la feste de la Natiuite nostre seignour lan du regne le Rey Edward filz le Rey **B. II. 13 and 14 Feb. 6. 1314**

Edward septisme e a la feste de la Purificacion nostre dame prochein suaunt trente e cynk' liures, des queux sessaunte e diz liures nous nous tenoms pleynement estre paye e les auauntditz, sire Hughe, sire Iohan, mestre Willeme & sire Adam estre quites. En temoignaunce de queu chose a ceste lettre patente auom mis nostre seal. Done a Thirninge en le conte de Norfok' le Meskredi prochein apres la dite feste de la Purificacioun notre dame lan auant dit.[1]

197.

[Edward Burnel quitclaims the tenements to Balliol.]

B. II. 18 [April 28, 1314] Omnibus hoc scriptum uisuris uel audituris Edwardus Burnell miles salutem in domino sempiternam. Noueritis me concessisse, remisisse, relaxasse & omnino de me & heredibus meis imperpetuum quietum clamasse magistro & scolaribus domus de Balliolo Oxonie & eorum successoribus magistris & scolaribus domus predicte totum ius & clamium que unquam habui aut aliquo modo habere potui seu potero in omnibus illis terris & tenementis, que quondam fuerunt magistri Willelmi Burnell prepositi Wellensis, cum omnibus suis pertinenciis infra uillam Oxonie; ita quod nec ego nec aliquis heredum meorum nec aliquis nomine nostro ius vel clamium in predictis terris & tenementis seu aliqua parte eorundem decetero exigere poterimus quoquomodo seu uendicare. In cuius [&c. sealing], hiis testibus, dominis Adam de Osgoteby, Roberto de Bardelby, Willelmo de Ayremynne, Roberto de Askeby, Galfrido de Welleforde, Rogero de Suttone & Iohanne de Borham clericis de Cancellaria domini Regis, Willelmo de Herle & Iohanne de Bromfeld & aliis.

198.

[Another form of the quitclaim.]

B. II. 19 Ap. 28, 1314 A duplicate of B. II. 18, but contains also a clause of warranty and the date 'Londonie; die dominica proxima post festum sancti Marci Ewangeliste anno regni domini Edwardi filii regis Edwardi septimo.'

B. II. 20 A duplicate of no. 198, without date, but with the witnesses of no. 189 which is of Nov. 26, 1313.

[1] With the seal of Edward Burnel.

199.

[The executors of William Burnel quitclaim the tenements to Balliol.]

Omnibus [&c.], Hugo de Scales miles, Galfridus de Hegham & Iohannes de Borham clericus executores testamenti magistri Willelmi Burnel quondam prepositi Wellensis salutem in domino sempiternam. Noueritis nos concessisse, relaxasse, & omnino de nobis & heredibus nostris ac executoribus nostris imperpetuum quietum clamasse magistro & scolaribus domus de Balliolo Oxonie & eorum successoribus magistris & scolaribus domus predicte totum ius & clamium que unquam habuimus seu aliquo modo habere poterimus in omnibus illis terris & tenementis que quondam fuerunt predicti magistri Willelmi infra uillam Oxonie cum omnibus suis pertinenciis; ita quod nec nos [&c]. In cuius [&c. sealing]; hiis testibus, dominis Adam de Osgotby, Roberto de Bardelby, Willelmo de Ayremynne, Roberto de Askeby, Galfrido de Welleford & Rogero de Sutton clericis de Cancellaria domini Regis, Thoma Peuerel, Henrico de Hexstone & Philippo de la Le & aliis. Dat' Londonie die Martis proxima ante festum Ascencionis domini anno regni domini Edwardi filii regis Edwardi septimo. B. 11. May 1314

200.

[An inspeximus by Edward II of various charters.]

Edwardus dei gracia rex Anglie, dominus Hibernie & dux Aquitannie omnibus ad quos presentes littere peruenerint, salutem. Inspeximus litteras patentes quas dominus E. quondam rex Anglie pater noster fecit Hugoni de Scales, Galfrido de Heghham & Iohanni de Borham executoribus testamenti magistri Willelmi Burnel quondam prepositi Wellensis de quibusdam tenementis in Oxonia magistro domus scolarium de Balliolo Oxonie & eisdem scolaribus dandis & assignandis in hec uerba :—'Edwardus [&c. no. 186 . . .] tricesimo tercio.' Inspeximus eciam cartam quam iidem executores fecerunt eisdem magistro & scolaribus in hec verba :—'Uniuersis [&c. no. 192 . . .] Iohanne de Dukelintone & multis aliis.' Inspeximus eciam scriptum quiete clamancie quod iidem executores fecerunt eisdem magistro & scolaribus in hec uerba :—' Omnibus [&c. no. 199 . . .] septimo.' Inspeximus eciam scriptum quiete clamancie quod Edwardus Burnel miles fecit eisdem B. 9. June 1314

magistro & scolaribus in hec verba:—'Omnibus [&c. No. 198 . . .] septimo.' Nos autem licenciam, donacionem, assignationes, concessiones, confirmacionem, relaxaciones & quietas clamancias predictas ratas habentes & gratas eas pro nobis & heredibus nostris quantum in nobis est prefatis magistro & scolaribus & eorum successoribus imperpetuum concedimus & confirmamus prout littere, carta & scripta predicta rationabiliter testantur. In cuius rei testimonium has litteras nostras fieri fecimus patentes. Teste me ipso apud Berewycum super Twedam quartodecimo die Iunii anno regni nostri septimo.[1]

Per archiepiscopum & consilium.

Exam' per Adam de Brom.

201.

[Queen Margaret confirms the grant of the executors.]

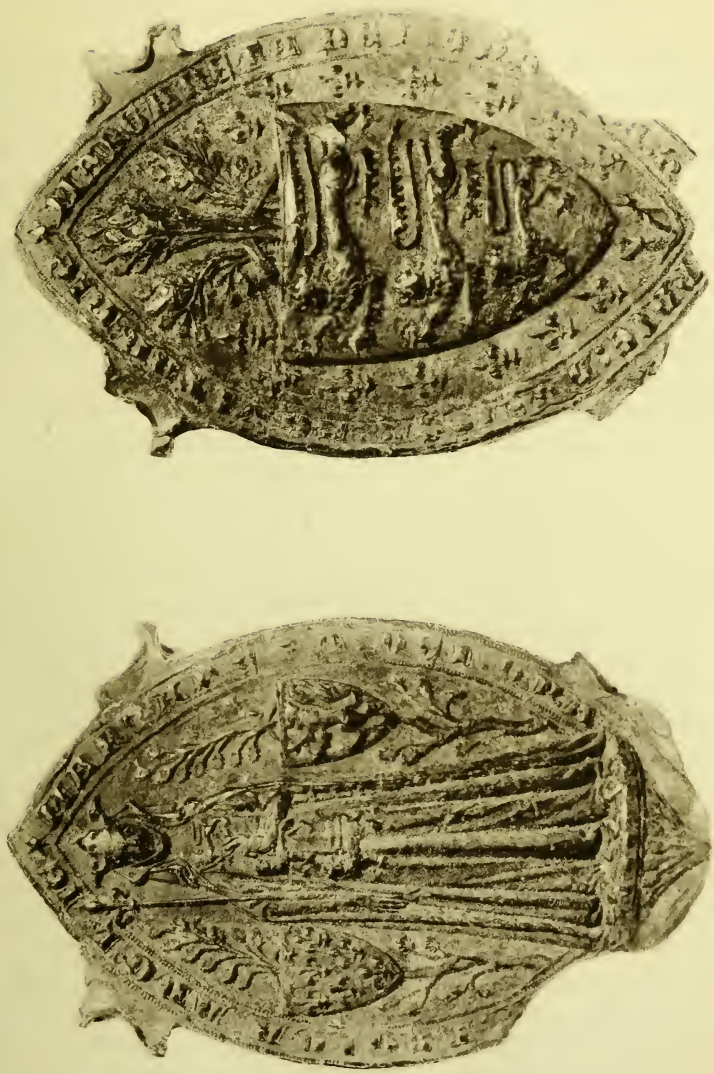
B. 9. 13
Aug. 27, 1314

Uniuersis sancte matris ecclesie filiis ad quos presentes littere peruenerint Margareta dei gracia regina Anglie salutem in domino sempiternam. Nouerit uniuersitas uestra quod nos habentes respectum ad profectum & commodum que ex studio scolarium aule de Balliolo in Oxonia hactenus prouenerint & auxiliante deo in posterum sunt uberius prouentura pro salute anime illustrissimi domini nostri domini regis Edwardi dudum consortis nostri & pro salute nostra, inspectis cartis appropriacionis & confirmacionis regis predicti ac illustris domini & filii nostri regis Edwardi filii regis predicti super tenementis omnibus que quondam fuerunt magistri Willelmi Burnel in Oxonia magistro & scolaribus predicte aule concessis & appropriatis, eisdem cartis & appropriacioni[2] quantum in nobis est nostrum consensum adhibuimus, & quicquid iuris in dictis tenementis habuimus seu habere poterimus, saluo nobis redditu consueto & antiquo de tenementis eisdem, dictis magistro & scolaribus concessimus per presentes. In cuius rei testimonium has litteras nostras patentes sibi fieri fecimus sigillo nostro signatas. Dat' apud Feckenham vicesimo septimo die Augusti anno regni domini & filii nostri karissimi domini regis Edwardi filii regis Edwardi octauo.[3]

[1] With the great seal; a good specimen.

[2] Appropriacione, MS.

[3] With seal: see Plate. On the reverse MARGARETA DEI GRA DNA HIBERNIE DVCISSA AQVITANNIE. On the obverse MARGARETA DEI GRATIA REGINA ANGLIE.



SEAL OF QUEEN MARGARET

Face page 116]

202.

[Balliol grants to John de Aylesbury a lease of a messuage where once was the Synagogue.]

Sciant presentes & futuri quod nos Stephanus de Cornubia magister domus scolarium de Balliolo Oxonie & scolares eiusdem domus unanimi assensu & consensu nostro concessimus & hoc presenti scripto indentato pro nobis & successoribus nostris ad firmam dimisimus Iohanni de Aylesbury dicto le Tauerner de Oxonia & Agneti vxori eius quamdiu vixerint vel alteri eorum diucius viuenti totum illud mesuagium nostrum ubi quondam erat synagoga Iudeorum in parochia sancti Aldati Oxonie; quod quidem mesuagium situatur inter principale mesuagium nostrum ubi quondam morabatur magister Willelmus Burnel ex parte orientali & alia tenementa nostra versus viam regiam ex parte occidentali una cum libero introitu & exitu ad predictum mesuagium per medium magne porte que sita est inter tenementa predicta, cum solario supra eandem portam; et sciendum est quod in dicto mesuagio situantur tot domus, videlicet una aula cum celario & solario eiusdem longitudinis ex parte australi cum uno solario & celario ex parte boriali & una pistrina; habendum & tenendum totum predictum mesuagium cum dicto introitu & omnibus aliis domibus predictis in dicto mesuagio sitis prefatis Iohanni & Agneti ad totam vitam utriusque eorum de nobis & successoribus nostris libere, bene & in pace, reddendo inde annuatim nobis & successoribus nostris quadraginta sex solidos & octo denarios sterlingorum bone & legalis monete in tota vita dictorum Iohannis & Agnetis & eorum alterius diucius viuentis ad quatuor anni terminos, videlicet ad festum sancti Thome apostoli undecim solidos & octo denarios [& Mar. 25, June 24 & Sept. 29] pro omni seruicio seculari & demanda. Et predicti Iohannes & Agnes & eorum alter diucius viuens totum predictum mesuagium una cum dicto introitu & omnibus aliis domibus prenominatis in dicto mesuagio sitis in adeo bono statu vel meliori reparabunt, sustentabunt, & in omnibus emendabunt sicut fuerunt die conuencionis inite. Et si contingat predictos Iohannem & Agnetem vel eorum alterum dictas domos vel aliquam illarum non reparare, sustentare nec sufficienter ut predictum est emendare & hoc per visum & testimonium bonorum & fidedignorum ex utraque parte ad hoc electorum verificari poterit, tunc bene liceat dictum magistrum & scolares predictum mesuagium intrare & de illo in omnibus ordinare prout melius viderint expedire, ita quod

B. 9. 3
Feb. 2
1307

nec predicti Iohannes & Agnes nec eorum alter dictos magistrum & scolares quoquo modo impediant vel in aliquo eis contradicant nec extunc racione istius conuentionis aut dimissionis in dicto mesuagio aliquid vendicabunt. Et nos predicti magister & scolares totum predictum mesuagium cum suis pertinentiis prenominatis prefatis Iohanni & Agneti ad totam vitam utriusque eorum contra omnes mortales warantizabimus & acquietabimus pro redditu supradicto, si non contingat nos infra predictum terminum eorum iure, potestate, seu quoquo alio modo mesuagium illud perdere. Quod si contingat, quod absit, dicti Iohannes & Agnes nec aliquis nomine eorum occasione predicte dimissionis vel warantie predictos magistrum & scolares nec eorum successores in nullo grauabunt seu quoquomodo occasionabuntur. Et ad istam conuentionem fideliter in omnibus obseruandam nos predicti Iohannes & Agnes fideiussores inuenimus videlicet Petrum filium Iohannis de Oxonia & Iohannem Feteplace de eadem, qui sigilla sua una cum sigillis nostris parti huius scripti indentati penes magistrum & scolares residenti apposuerunt, et relique parti eiusdem scripti penes dictos Iohannem & Agnetem residenti sigillum commune predictorum magistri & scolarium domus predicte est appensum. Hiis testibus, Iohanne de Dokelintone tunc maiore Oxonie, Waltero de Wycumbe & Willelmo de Pennarthe tunc balliuis eiusdem ville, Thoma de Henxeye, Andrea de Pyrie, Iohanne de Coleshulle, Philippo de Wormenhale, Radulfo de Stoke, Andrea Culuerd, Iohanne le Orfeuere, Ricardo de Mortone, Thoma de Mortone, Thoma Clerico & multis aliis. Dat' apud Oxoniam in festo Purificationis beate Marie virginis anno regni regis Edwardi filii regis Henrici xxxv^to^.[1]

203.

[John de Aylesbury and his wife return the messuage to Balliol for seven months.]

B. 9. 1 Feb. 5, 1307

Pateat universis per presentes quod ego Iohannes de Aylesburi & Agnes uxor mea dimisimus & uterque nostrum dimisit magistro Stephano de Cornubia magistro domus de Balliolo & scolaribus eiusdem domus unum mesuagium in Oxonia quod dicitur synagoga in parochia sancti Aldati cum introitu apud magnam portam & solario supra dictam portam inter noua tenementa que quondam erant magistri Willelmi Burnel; tenendum & habendum dictum mesuagium

[1] With the same four seals as on no. 204.

cum omnibus prenominatis pertinenciis dicto magistro & scolaribus & eorum successoribus a die Purificacionis beate Marie uirginis anno regni regis Edwardi filii regis Henrici xxxv^{ti} usque ad festum sancti Michaelis proximo sequens libere & in pace; ita quod nec ego dictus Iohannes de Aylesburi nec Agnes uxor mea a die supradicto usque in festum prenominatum in dicto mesuagio seu in aliquo dicto mesuagio pertinenti aliquid iuris vendicabimus nec aliquis nomine nostro vendicabit. In cuius [&c. sealing], hiis testibus, Iohanne de Dokelintone tunc maiore Oxonie, Waltero de Wycumbe & Willelmo de Pennarth tunc balliuis eiusdem ville, Iohanne de Coleshulle, Philippo de Wormenhale, Ricardo de Mortone, Thoma de Mortone et multis aliis. Dat' Oxonie die dominico post festum Purificationis beate Marie anno supradicto.[1]

204.

[An agreement between Balliol and John de Aylesbury.]

Pateat uniuersis per presentes litteras indentatas quod ego Iohannes de Aylesbury dictus le Tauerner & Agnes uxor mea obligamus nos coniunctim & diuisim & utrumque nostrum in solidum magistro & scolaribus domus de Balliolo in Oxonia in quadraginta solidis sterlingorum bone & legalis monete soluendis eisdem magistro & scolaribus vel alicui nomine ipsorum has litteras deferenti quandocumque dicti magister & scolares fieri facient quandam cameram ex competenti meremio bonam & honestam cum solario & celario infra terminum nostrum in quodam mesuagio quod dicitur synagoga quod ab eisdem magistro & scolaribus ad terminum vite nostre accepimus, reddendo inde annuatim quoddam certum prout in quodam scripto inter nos confecto plenius continetur. Item volumus & concedimus pro nobis & utroque nostrum quod si dicti magister & scolares novam cameram infra terminum nostrum faciant, libere habeant sine contradictione quorumcumque seu cuiuscumque meremium, lapides & omnia pertinencia cuiusdam camere antique in medio dicti mesuagii situate in subsidium dicte noue camere faciende. Et quia per principale scriptum inter nos confectum obligamur predictam cameram in medio mesuagii sitam in toto termino nostro sustentare, promittunt fideliter dicti magistri & scolares & per presentes se obligant quod si nouam cameram faciant & ad illius constructionem predictam antiquam

B. 9. 2
Feb. 5, 1307

[1] Two seals on one tag; circular a quatrefoil S' IOH' D' . . . . .; pointed oval, a fleur de lis S' AGNET' . . OR' .I. TAB' (? VXOR' I. TAB').

cameram capiant, occasione dicte antique camere non sustentate in nullo nos nec alterum nostrum grauabunt seu quouismodo extunc occasionabuntur. Et sciendum quod nos dicti Iohannes & Agnes in toto termino nostro nouam cameram si quam dicti magister & scolares in dicto mesuagio fieri faciant reparabimus & in omnibus sustentabimus & uterque nostrum in toto termino suo sustentabit. Quod si non fecerimus, liceat magistrum & scolares totum predictum mesuagium ad manus suas capere & inde ordinare prout in principali scripto plenius inseritur. Ut hec autem conuentio firma sit & stabilis in forma predicta dictis magistro & scolaribus tales fideiussores inuenimus Petrum filium Iohannis de Oxonia & Iohannem Feteplace quorum uterque pro nobis & utroque nostrum principalem debitorem totalis dicte pecunie se constituit & per presentes in solidum obligat. In huius rei testimonium sigillum commune dictorum magistri & scolarium parti huius obligationis penes dictos Iohannem & Agnetem residenti est appensum & alteri parti penes magistrum & scolares residenti sigillum dictorum Iohannis & Agnetis una cum sigillis dictorum fideiussorum sunt appensa. Scriptum Oxonie die dominico prox. post Purificationem beate Marie anno regni regis Edwardi filii regis Henrici xxxv^to.[1]

205.

[Balliol grants a lease of the same messuage to Thomas de Bedeford.]

B. 9. 14 June 21, 1333

Hec indentura testatur quod nos magister & scolares aule de Baliolo unanimi consensu et assensu concessimus et ad firmam tradidimus Thome de Bedeford le Uaterman & Agneti uxori sue & alteri eorum diucius uiuenti unum mesuagium situatum in parochia sancti Aldati in Oxonia; quod quidem mesuagium Iohannes de Norhamtone de nobis tenere consueuit; habendum & tenendum dictum mesuagium dictis Thome & Agneti & alteri eorum diucius uiuenti de nobis & successoribus nostris usque ad terminum uite sue libere, quiete, bene & in pace, reddendo inde annuatim nobis et successoribus nostris triginta septem solidos & sex denarios ad quatuor anni terminos pro omnimodis seruiciis & demandis viz. [10/- Dec. 21, Mar. 25, June 24,

[1] With four seals; the first, circular, a quatrefoil, S' IOH' D' AYL' BVR' TAB' N'.; the seal of Agnes as on no. 203, and two small illegible seals, one of them being lozenge shape, the other shaped like a shield; no doubt the seals of John Feteplace and Peter son of John.

7/6 Sept. 29]. Et nos [&c. warranty. The tenants will keep the messuage in repair]. Ad istud pactum fideliter obseruandum hos inueni fideiussores, scilicet Ricardum de Sotton et Thomam de Pokelyngton. Et quocienscumque dictus redditus annualis ad aliquem terminum statutum aretro fuerit non solutus, quod absit, concedimus nos duos solidos fabrice ecclesie beate Marie Magdalene absque omni excepcione nomine pene soluere indilate & pro maiori securitate habenda promittimus nos & alter nostrum singulis annis ante festum Natiuitatis sancti Iohannis Baptiste nouos fideiussores inuenire uel istos iterum renouare sub pena iuris nostri amissionis & tocius domus euacuacionis. In cuius rei testimonium hiis litteris indentatis sigilla nostra alternatim apposuimus, & quia sigillum dicti Thome pluribus est incognitum, sigillum decanatus Oxonie apponi procurauimus. Dat' Oxonie die Lune proxima ante festum Natiuitatis sancti Iohannis Baptiste anno regni regis Edwardi tercii a conquestu septimo.

206.

[Record of a verdict of the surveyors of nuisances about the same messuage.]

Curia Iohannis de Hartwelle maioris ville Oxonie tenta apud Oxoniam die Veneris proxima post festum sancti Andree apostoli anno regni regis Edwardi tercii post conquestum xli^o^. B. 9. 4 Dec. 3, 1367

Ad hanc curiam superuisores nocumentorum presentant quod quidam murus lapideus qui situatur inter tenementum magistri & sociorum aule de Balliolo, quod tenementum situatur in parochia sancti Aldati & uocatur le Bredeshat' & quondam vocabatur synagoga Iudeorum, ex parte australi & tenementum Edmundi de Lodelau in eadem parochia ex parte boriali & extendit se in longitudine a tenemento predictorum magistri & sociorum quod vocatur Burnelshin in parochia sancti Edwardi usque ad gabulam superioris shope predicte synagoge, qui quidem murus continet in longitudine lxxix pedes & dimidium & in latitudine I pedem & dimidium est murus integer predictorum magistri & sociorum suorum.

Copia istius scripti manet in rotulo primo eiusdem anni extra in dorso sub titulo curie tente die Veneris proxima post festum sancte Katerine virginis anno supradicto, & remanet rotulus in Gilda aula.

Endorsed. Littera testificans quod murus situatus inter Brochat'

quod quondam vocabatur synagoga Iudeorum & tenementum Edmundi Lodelau quod tenetur de abbate de Hosne[1] est integer magistri & sociorum aule de Balliolo.

207.

[Balliol grants to Henry de Witteney a lease of a tenement and a toft, adjoining Burnel's Inn.]

A. 13. 10
Mar. 2, 1376

Nouerint uniuersi quod inter magistrum & scolares aule de Balliolo extra portam borialem Oxonie ex parte una & Henricum de Witteneye sclattere de Oxonia ex parte altera conuentum est in hunc modum, uidelicet quod predicti magister & scolares sub forma & condicionibus subscriptis concesserunt, tradiderunt & dimiserunt prefato Henrico unum toftum & unum celarium cum solario supraedificato & suis pertinenciis situata in parochia sancti Edwardi Oxonie in quodam vico vocato le Iueryelane, unde predictum toftum situatur inter placeam Nicholai le Spicer ex parte orientali & placeam dicti magistri & scolarium coadiacentem gardino de Burnels In ex parte occidentali; predictum vero celarium cum solario situantur [*sic*] inter dictam placeam magistri & scolarium ex parte orientali & tenementum quondam Edmundi de Ludelowe ex parte occidentali; habendum & tenendum predictum toftum cum celario & solario supraedificato & suis pertinenciis prefato Henrico & heredibus suis ac suis assignatis a festo sancti Thome apostoli proximo futuro post datam confeccionis presencium usque ad finem termini tresdecim annorum tunc proximo sequencium & plenarie completorum de predictis magistro & scolaribus & eorum successoribus, reddendo inde annuatim eisdem magistro & scolaribus aut eorum successoribus pro tofto predicto unam rosam ad festum Natiuitatis sancti Iohannis Baptiste & pro selario & solario predictis tres solidos sterlingorum ad quatuor anni terminos principales & usuales in Oxonia equis porcionibus pro omnibus seruiciis & demandis. Et predictus Henricus, heredes uel assignati sui supra toftum predictum unam nouam domum competentem cum tegulis coopertam sumptibus suis propriis de nouo infra terminum predictum facient & edificabunt, ac illam domum sic edificatam necnon celarium cum solario supradict' durante toto termino supradicto competenter

[1] This is an error. Edmund Lodelow held under the prior of St. Frideswide, not the Abbot of Oseney.

sustentabunt, reparabunt & emendabunt. Et predicti magister [&c. warranty]. In cuius [&c. sealing]. Dat' Oxonie secundo die Marcii, anno regni regis Edwardi tercii post conquestum Anglie quinquagesimo.

208.

[Balliol grants to Robert Gardener a lease of seven shops in Fish Street.]

Nouerint uniuersi quod inter magistrum & scolares aule de Balliolo extra portam borealem Oxonie ex parte una & Robertum Gardener de Oxonia & Emmam uxorem eius ex parte altera conuentum est in hunc modum, uidelicet quod predicti magister & scolares sub forma & condicionibus subscriptis concesserunt, tradiderunt & dimiserunt predictis Roberto & Emme septem shopas coniunctim situatas cum celariis & solariis dictis shopis adiacentibus in parochia sancti Aldati Oxonie uersus altum vicum inter tenementum quod fuit Edmundi Ludelowe ex parte boreali & tenementum quod iam inhabitat Henricus le Smyth ex parte australi; habendas & tenendas prefatis R. et E. a die date confeccionis presencium usque ad finem termini viginti quatuor annorum; reddendo inde annuatim predictis magistro & scolaribus & eorum successoribus quadraginta & nouem solidos ad quatuor anni terminos. Et predicti R. et E. infra primum annum dictorum viginti quatuor annorum omnia solaria predictarum shoparum competenter facient cooperiri et emendari expensis eorum propriis. [The tenants will keep the buildings in repair. If they both die within the term of twenty-four years, or if the rent is unpaid, the tenements are to revert to the Master and scholars.] In cuius [&c. alternate sealing]. Dat' apud Oxon', die Martis in festo sancti Michaelis Archangeli, anno regni regis Ricardi secundi post conquestum Anglie primo.[1]

B. 9. 15
Sept. 29, 1377

209.

[An agreement between Balliol and Richard Clifford bishop of London.]

Hec indentura facta inter uenerabilem in Cristo patrem & dominum, dominum Ricardum Clifford dei gracia episcopum Londoniensem ex parte una & magistrum Thomam Chace, magistrum collegii de Ballio

B. 11. 25
Jan. 31, 1416

[1] An early endorsement 'Pro quinque shopis in parochia sancti Aldati'.

in Uniuersitate Oxonie & socios eiusdem collegii ex altera parte testatur quod predicti magister & socii ex eorum communi consensu concesserunt & ad firmam dimiserunt predicto domino episcopo quoddam tenementum in uilla Oxonie uulgariter nuncupatum Burnelinne cum pertinenciis excepto uno tenemento cum octo shopis adiacentibus & suis pertinenciis in quo Iohannes Shawe modo inhabitat & duobus paruis mesuagiis situatis in Iurelane uille predicte, quod quidem tenementum situatur iuxta aulam uocatam Grekhalle ex parte occidentali prope cimiterium ecclesie sancte Frideswide Oxonie; habendum & tenendum prefato domino episcopo & assignatis suis a festo sancti Michaelis proximo futuro post datam presencium usque ad terminum decem annorum ex tunc proximo sequencium pro centum & quinque marcis predictis magistro & sociis per predictum dominum episcopum pre manibus solutis, que quidem summa pecunie se extendit ad plenariam & integram summam moderne firme tenementi predicti pro tempore dictorum decem annorum; quam quidem summam centum & quinque marcarum predicti magister & socii a dicto domino episcopo in plenam solucionem firme predicte pro dictis decem annis ad dicti collegii indigenciam releuandam attenta euidente utilitate dicti collegii ac urgente necessitate pre manibus receperunt. Uolunt insuper & concedunt dicti magister & socii pro se & successoribus suis quod quandocumque infra dictum terminum decem annorum dictus dominus episcopus dederit, concesserit & appropriari fecerit seu alie persone per ipsum nominande dederint, concesserint & appropriari fecerint in perpetuum magistro & sociis predictis & eorum successoribus ac collegio predicto aliquas terras seu tenementa ualoris decem librorum per annum ultra omnia onera & reprisas & sufficientem & securum statum in lege eis inde fecerit, ac dicti magister & socii pacificam possessionem aut seisinam inde assecuti fuerint, prefati magister & socii infra mensem extunc sequentem feoffabunt dictum dominum episcopum suas alias personas ad suam denominacionem in predicto tenemento vocato Burnelinne, habendum idem tenementum predicto domino episcopo aut personis predictis, heredibus & assignatis suis in perpetuum; prouiso quod tam licencia regia in hac parte habenda quam eciam omnia alia appropriacionem seu donacionem predictam concernencia impetrabuntur & fient custagiis & expensis dicti domini episcopi uel assignatorum suorum. Quod si contigerit in futurum predictum tenementum cum pert. recuperari uersus predictum dominum episcopum, heredes aut assignatos suos aut uersus predictas personas per ipsum in forma predicta nominandas, heredes aut assignatos suos, aut extra eorum

possessionem euinci, extunc bene licebit domino episcopo [&c. to take back the lands he had given to Balliol in exchange for Burnel Inn, & *vice versa*]. Et si predictus dominus episcopus dederit & appropriari fecerit sumptibus & custagiis suis propriis in forma predicta dictis magistro & sociis ac successoribus suis terras & tenementa annui ualoris predicti citra finem dictorum decem annorum, quod extunc dicti magister & socii & successores sui teneantur per presentes restituere & resoluere predicto domino episcopo aut executoribus suis ratam porcionem dictarum centum & quinque marcarum predicte annue firme dictis magistro & sociis pre manibus solute, computandam inde a primo die quo ipsi magister & socii adepti fuerint pacificam possessionem huiusmodi terrarum & tenementorum. Et si contingat dictam appropriacionem in forma predicta non fieri citra finem dictorum decem annorum, uolunt tamen & concedunt predicti magister [&c.] quod dictus dominus episcopus & assignati sui teneant dictum tenementum uocatum Burnel Ine ultra finem dictorum decem annorum usque ad terminum vite dicti domini episcopi, ac quod principalitas eiusdem tenementi cum pertinenciis pro eodem tempore remaneat dicto domino episcopo & assignatis suis, reddendo inde annuatim ad terminos Pasche & sancti Michaelis predictis magistro & sociis & successoribus suis decem marcas, sex solidos & octo denarios; ita tamen quod principalitas dictis tenementi post obitum dicti domini episcopi & terminum predictorum decem annorum remaneat in libera disposicione predictorum magistri & sociorum suorum, nisi in uita dicti domini episcopi uel infra terminum predictorum decem annorum predicti magister & socii pacificam possessionem tenementorum & terrarum in forma predicta fuerint assecuti. [The College will perform the necessary repairs, and will warrant]. In cuius [&c. sealing]; dat' ultimo die mensis Ianuarii anno regni regis Henrici quinti post conquestum Anglie tercio.

210.

[Oseney Abbey leases to Balliol College a small piece of land in Jury Lane.]

Hec indentura facta inter religiosos viros abbatem & conuentum monasterii beate Marie de Oseneye iuxta Oxoniam ex parte una & magistrum & scolares siue socios collegii de Balliolo Oxonie ex altera testatur quod predicti abbas & conuentus concesserunt, tradiderunt & ad firmam dimiserunt prefatis magistro & sociis unam aream siue A. 14. 3 Mar. 12, 1443

fundum situatum in le Iury lane Oxonie fere exoposito scole iuris ciuilis continentem in latitudine iuxta viam septem pedes de assisa & in profunditate siue longitudine uersus quoddam tenementum eorundem magistri & sociorum vocatum Burnelshyn quindecim pedes, et abuttat secundum latitudinem ex parte occidentali ad tenementum Iohannis H*ar*mwell gentylman in cornerio quod extunc tenuit Willelmus Smyth; habendam & tenendam predictam aream siue fundum prefatis magistro & sociis & eorum successoribus usque ad terminum nonaginta nouem annorum proximo sequencium & plenarie complendorum pro tribus solidis & quatuor denariis quos pre manibus soluerunt. Et predicti magister & socii facient in latitudine iuxta viam ut supra unum murum lapideum & reparabunt & emendabunt eundem murum quociens necesse fuerit sumptibus suis propriis & expensis durante termino supradicto & in fine termini predicti bene reparatum dimittent. In cuius [&c. sealing]. Dat' in festo sancti Gregorii pape anno domini MCCCC quadragesimo tercio et anno regni regis Henrici sexti post conquestum Anglie vicesimo secundo.

211.

[Balliol grants to William Orchard a lease of the Pike Inn.]

B. II. 26 Oct. 10, 1472 Hec indentura facta inter magistrum Iohannem Segden', magistrum collegii siue aule Ballioli & eiusdem loci consocios ex parte una & Willelmum Orchard[1] aliter Mason de Oxonia, Agnetem uxorem eius & Iohannem filium eorundem ex parte altera testatur quod predicti magister & consocii tradiderunt, concesserunt & ad firmam dimiserunt prefatis W., A., & I. quoddam tenementum siue hospicium suum de le Pyke cum duobus solariis ac una shopa ac suis pertinenciis infra parochiam sancti Aldati; habendum & tenendum prefatis W., A., & I. ac eorum diutius uiuenti a festo sancti Michaelis ultimo preterito usque ad finem viginti unius annorum; reddendo inde annuatim quatuor marcas ad quatuor anni terminos [Dec. 25, Mar. 25, June 24 & Sep. 29]. [The owners may distrain for the rent, and will keep the buildings in repair]. Et ulterius conventum est inter partes quod si contingat dictos W. & A. a predicta villa Oxonie absentari propter aliquod arduum negotium expediendum, quod tunc liceat eis dictum tenementum per alium seu alios occupare consensu & assensu prefatorum magistri & sociorum collegii requisitis & obtentis. In cuius [&c. seal-

[1] William Orchard was the leading mason and builder at Magdalen at this time; see History of Magdalen by H. A. Wilson, pp. 22–6.

ing]; hiis testibus, magistris Willelmo Silkes rectore ecclesie sancti Aldati Oxon', Iohanne Fitz-Roberts clerico notario publico, Ricardo Todkill & Ricardo Neuport literatis de Oxonia & aliis. Dat' apud Oxoniam decimo die mensis Octobris anno regni regis Edwardi IV duodecimo.

212.

[A statement by Robert Carter, Wolsey's agent.]

In dei nomine, Amen. Per presens publicum instrumentum cunctis appareat euidenter et sit notum quod anno domini millesimo quingentesimo vicesimo nono indiccione secunda, pontificatus sanctissimi in Christo patris et domini nostri domini Clementis diuina providentia eius nominis pape septimi anno sexto mensis vero Septembris die antepenultimo, in quadam alta camera domus siue habitacionis prouidi viri Willelmi Freer infra parochiam Omnium Sanctorum in Oxonia Lincolniensis diocesis situate, in meique notarii publici ac testium inferius nominatorum presentia personaliter constitutus venerabilis vir magister Robertus Carter clericus non vi, metu, dolo, fraude, seu aliqua alia sinistra machinatione coactus, ut asseruit, seu circumventus, sed ex eius vera, certa, propria et mera scientia ac libera et spontanea voluntate ad perpetuam rei memoriam, ne fides vera pereat, ac ad omnem iuris effectum qui exinde sequi poterit, tactis per eundem manu sua dextera sacrosanctis dei euangeliis ad ea iurauit et in veri iuramenti sui huiusmodi veritatem ut asseruit testificando tunc ibidem publice dixit et recitauit hec verba in Anglicis subsequentia seu eis in effectu consimilia:—'Whereas it is so that the Maister & Fellowys of Bayly College in Oxford of late had certayn bylded howsys & lond nowe beyng taken yn to the Cardinall college in Oxford aforesaid and have made wryting under their commyn seale of the sale of the said londs for money, as is pretended by their said wryting, that they had beforehand receyved; and whereas the said wryting so sealed was delyvered unto me by the hands of Maister John Brodley, Fellowe of the said Bayly College under certayn conditions, that is to saye that the said Bayly College shuld have for their said londs so taken yn as good & sufficient londs ageyn or as much money as their sayd londs were worthe or a benefice sufficient impropred to the said Bayly College for recompense for their saide londs, because that hereafter it shall not be alleged that the said Maister & Fellowis have receyved any summe or parcell by me yn the name of my lorde Cardinall or his forsaid College for the forsaid londs and so for default of the trewth

B. 9. 17
Sept. 29, 1529

they to have great losse & dammage yn that case, I here before you all testifie that on my very faithe and trewthe I never payd any money or made any other convention for the satisfaction of the said lond with the said Maister & Fellowys or any of theym or receyved any money of any man under the name or pretense to make to theym any suych satisfaction, nother receyved of the said Mr. John Brodley the said wryting so sealyd, or deliuered it to Mr. Tonoys or to any other man, under any other manner or pretense than under the name of the said Mr. & Fellowys & under the conditions aboverehersyd.' Super quibus omnibus & singulis dictus venerabilis vir magister Robertus Carter [iuratus] [1] in presencia subscriptorum sibi unum vel plura publicum seu publica instrumentum seu instrumenta conficere requisivit. Acta sunt hec omnia et singula premissa sub anno domini, indiccione, pontificatu, mense, die et loco predictis, presentibus tunc & ibidem magistris Iohanne Wadam, Iohanne Hale clericis, Willelmo Frere, Iohanne Best et Thoma Warmyngtone literatis, Exoniensis, Wigorniensis, Lincolniensis, Eboracensis & Londoniensis diocesum, testibus ad premissa vocatis atque rogatis.

With the certificate of Robert Warmyngton public notary, somewhat obliterated.

213.

[A notice by Balliol College that it intends to resume its property now within Cardinal College.]

B. 9. 18 Oct. 5, 1530 Uniuersis Cristi fidelibus [&c.] Willelmus White sacre theologie bacularius magister collegii de Balliolo in Uniuersitate Oxonie et scolares eiusdem collegii salutem. Cum nuper per quamdam cartam cuius dat' est apud Oxoniam decimo octauo die Aprilis anno regni regis Henrici octavi post conquestum decimo septimo ut asseritur, dederimus, concesserimus ac per cartam illam confirmauerimus venerabili viro magistro Iohanni Highdone decano collegii Thome Wolsy cardinalis Eboracensis vulgo appellati Cardynall's College in alma achademia Oxonie situati et eiusdem collegii canonicis octo tofta, octo curtilagia et septem cotagia iacentia in villa Oxonie, ac eciam unum aliud toftum et curtilagium super que quidem aliud toftum et curtilagium olim edificatum fuit quoddam hospitium studii iuris ciuilis vocatum London college, ac insuper per eandem cartam nostram ut asseritur attornauerimus, constituerimus et in loco nostro posuerimus dilectum nobis in Christo Georgium Reve

[1] Illegible.

et Rogerum Bradley defunct' nostros veros et legitimos attornatos coniunctim et diuisim ad intrandum vice et nomine nostro in predicta tofta et curtilagia cum pertinenciis ac plenam et pacificam seisinam et possessionem inde capiendum, et post huiusmodi possessionem et seisinam sic inde captas et habitas ad deliberandum vice et nomine nostro prefatis decano et canonicis seu eorum in hac parte sufficienter attornatis pacificam possessionem et seisinam de & in predictis toftis et curtilagiis, secundum vim et formam et effectum carte predicte prout in eadem carta plenius continetur, que quidem carta in omnibus suis viribus et effectibus quoad possessionem et seisinam capiendas & liberandas die confectionis presencium restat minime executa et infecta per prefatos attornatos nostros, uel eorum alterum; Quare ob diuersas condiciones super liberacione carte predicte prefatis decano et canonicis ex parte dictorum decani et canonicorum perimplendas et per eosdem non observatas, sciatis nos prefatos magistrum et scolares predictos attornatos nostros et eorum alterum ac potestatem illam eisdem virtute carte predicte si que fuerit commissam omnino, totaliter et perpetuis temporibus revocasse, euacuasse ac pro nichilo habuisse ac si cassata fuerat carta illa, inhibentes autem prefatum Georgium ne ad execucionem alicuius status virtute carte illius in aliquo procedere presumat; ac insuper iam pateat universis per presentem cartam nostram nos prefatum magistrum et scolares unanimi concensu et assensu nostro attornasse et plenam potestatem nostram concessisse et commisisse magistro Willelmo Wryght et magistro Iohanni Kytson in artibus magistris coniunctim et diuisim ad intrandum vice et nomine nostro in omnibus predictis toftis et curtilagiis et in eorundem fundis ac eciam in quibuscumque edificiis et aliis super eadem de novo ceptis, erectis, siue constructis siue iacentibus vel contentis, et quascumque alias personas si que fuerint a possessione eorundem amovere et totaliter expellere dictosque Willelmum Wryght et Iohannem Kytson attornatos nostros seu eorum alterum omnia predicta tofta et curtilagia ac cetera premissa ad usum et opus nostrum predictorum magistri et scolarium et successorum nostrorum retinendum et possidendum, ratum et gratum habituri totum et quicquid dicti attornati nostri seu eorum alter in premissis fecerint vel fecerit in aliquo premissorum. Dat' apud Oxoniam quinto die Octobris anno regni regis Henrici octaui fidei defensoris et domini Hibernie vicessimo secundo. In cuius [&c. sealing].[1]

[1] With a portion of the College seal.

214.

[A petition to Chancery with interrogatories and depositions.][1]

Nov. 1556–Dec. 1557

In moste humble wise complayning shewith unto your grace your daily oratours and bedemen William Wright, clarke, maister of Baille Colledge in Oxforde and the fellowes of the same, That whear they the said Mr and fellowes were seasid in there demeane as of fee as in the right of there said Colledge of and in eighte tofts and eight curtilages whereof one was callid the Dolphins Ine lying and being in Oxforde aforesaide in a streate there callid Fishe Streate which said tofts were sumtyme builded and also of and in one other toft and curtilage there lately callid London Colledge of the clere yerely value in the hole of x lib. viii s., and so being of the premysses seasid upon consideracions and promys made by one Roberte Carter, clerke, to one John Bradeley senior fellowe, being lefte in the said Colledge in the tyme of sicknes, the maister and other of the Colledge being then in the cuntrey, on the behalf of Thomas Woolcey, sumtyme Archebusshop and Cardinall of Yorke, that large and ample recompence thereof should be to hym and to the said Colledge made as welle for the lands and tenements as for all the timber, iron, leade, stone, slatt, whiche then at the firste sight was praisid and estemyd better then a thousand marks, the said John Bradley by secret meanys unwares unto the maister and the Company did get out there commen seale and therby did geve and graunte and by that dede under there commen seale of the said Colledge bering date at Oxforde the xviiith daie of Aprill in the xviith yere of the reigne of the late king of famous memorie king Henry theight did confirme all the said tofts and curtilages with thappurtynaunces unto one John Higdon doctor in Divinitie, then Deane of the Colledge of the said Thomas Woolsey, commonly callid Cardinall Colledge in the Universitie of Oxford and the Cannons of the same Colledge, to have and to holde all and singular the said tofts and curtilages with thappurtynaunces unto the said Deane and Cannons and to there successours to the use of them the said Deane and Cannons and of there successours for ever, as by the same dede more plainly maie appear; By reason whereof the said Deane and Cannons of the said Colledge then callid the Cardinall Colledge were of the premysses seasid in there demeane as of fee as in the right of there said Colledge,

[1] This document is not at Balliol but at Christ Church, drawer 183.

the same tofts and curtilages then being included within the precincte of the scite of the said late Colledge commonly callid the Cardinall Colledge; So it is and it like your good grace that afterwards the same Colledge was dissolvid and the same Colledge with the said scite and other the lands of the same Colledge came to the hands and possession of the said late king Henry the VIIIth; By reason whereof the said late king was seasid in his demeane as of fee of and in the premysses and hee being thereof so seasid gave the premysses emong others unto the Deane and Chapiter of the Cathedrall Churche of Christe in Oxforde of the said late king's foundacion and to there successours for ever; By force whereof the same Deane and Chapiter have enterid into the said premyses with thappurtynaunces and the same dothe wrongfully witholde from your said oratours without making any recompence for the same; And albeit that your said oratours have divers and sundry tymes requierid of them thereof recompence to be made unto the same your said oratours, yet that to do they have utterly refusid and yet do contrary to all right, equitie and good conscience, notwithstandinge that at suche tyme as the said late king Henry theight, being personally in the Universitie of Oxford and then standing upon the grounde of Bailye Colledge aforesaid, as it was then enformyd hym at the humble suite and requeste of the maister and fellowes then beinge of the same Colledge moste graciously tendering and considering there juste suite and povertie of the said Colledge and also the greate injurie and wronge done to them in that behalfe commaunded unto Thomas Crumwell late lorde Crumwell then there beinge present that he on the behalf of the said late kinge should cause due recompence to the said Colledge thereof to be made without delaie, which hetherto is not done; And forasmoche as the said dede of gifte of the said premysses under the commen seale of Baille Colledge aforesaid ys commen to the hands and possession of the said Deane and Chapiter, as is beforesaid, notwithstanding the same dede at the firste was delivered by the said Brodley unto the said Roberte Carter upon condicion of recompence to be made as both the said Roberte Carter and also the foresaid John Brodeley divers tymes since hathe testified, your said oratours ar without remedy by thorder of the commen lawes of this realme and without all other helpe and remedy unles your good and gracious favour be to them shewid in this behalf. Yt maie therfore please your good grace, the premysses tenderly considerid and that your grace maie therby be certified of the hole truthe of the premisses to graunte the King and Quenes most gracious writ of commyssion to

be directid unto Thomas Reynolds,[1] doctor in divinitie and vicechauncellour of the Universitie of Oxforde, Robert Morrent clerk, president of Corpus Christi Colledge in Oxforde, William Tresham doctor in divinitie and Walter Wright doctor of lawe and archedeacon of Oxforde geving them auctoritie by the same commyssion to examyne and trie the truthe of the said matter and thereof to make unto your grace certificat into the Kinge and Quenes moste honerable courte of Chauncery at a certen daie by your grace therein to be lymytted and appointed and also commaunding the said Deane and Chapiter then and there personally to appeare and to stande to and abide such order as your grace shall then take therin accordinge to right, equitie and good conscience, and your said oratours shall daily praie to Almightie God for the preservacioun of your grace in moche prosperitie and honour longe to contynue.

The deposicions of certen witnesses receavid, sworne and examined by us Robert Morrent, president of Corpus Christi College in Oxford, William Tresham, doctor of divinitie & Walter Wright doctor of lawe and archedeacon of Oxon, in Corpus Christi Colledge in the Universitie of Oxford by vertue of the King and Quenes highnes Commyssion to us directed upon certen articles on the behalf of the maister and fellowes of Ballioll Colledge in the foresaid Universitie of Oxford, which we certifie into the highe courte of Chauncery as hereafter followith.

The articles

First whether you have knowen that the maister and fellowes of Bailye Colledge in Oxford have byn seasid in tymes paste in the right of there howse of any lands and tenements as tofts and curtilages lying in or upon a streate of the Towne of Oxforde callid Fisshestrete within the parish of Saincte Towles there.

Item, if the said maister and fellowes had any such tenements, tofts or curtilages, what was the number of them and whether the Dolphin and a certen place callid London Colledge was any of the said tenements or tofts.

Item, whether the said tenements or tofts were builded or no; and what the stuffe was worthe before they were taken downe.

Item, what was the yerely value and rent of all the said tofts and curtilages above the necessarie yerely charges for and going out of the same countinge one yere withe another.

[1] Reynolds was commissary from Nov. 10, 1556–Dec. 16, 1557.

Item, whether that you have knowen that a dede of gifte under the commen seale of Bailye Colledge was made and graunted to the lorde Cardinall Woolsey of all the said tenements, tofts and curtilages, wherby he myght geve and dispose them at his owne will and pleasure and he therupon included them within the scite of the Colledge then callid Cardinall Colledge and nowe Christe Churche.

Item, whether at any tyme heretofore any recompence hathe byn made to the said Mr. and fellowes of Bailye Colledge for the said tenements, tofts and curtilages in money or otherwise.

Item, whether king Henry the VIIIth did commaunde maister Crumwell, late lorde Crumwell, for xvi or xvii yeres paste that the said Mr. and fellowes of Bailye Colledge should be justlye recompensid for suche grounde of theires as was conteynid within the site of his Colledge then callid kinge Henry the eights Colledge and now callid Christe Churche.

Thomas Lambe of the parishe of Saincte Towles, where he hathe dwellid xliiii yeres or thereabought, lxxvi yeres of age, deposithe as followithe.

To the firste he deposithe and saithe that he knewe that the Maister and Fellowes of Ballioll Colledge in Oxforde had lands and tenements, curtilages and tofts within the paroche of Saincte Towles lying in the Fisshe Streete on the easte side of the same streete.

To the seconde he deposithe and saithe that the said maister and Fellowes had seven meases or tofts whereof the Dolphin Ine was one and London Colledge one other.

To the therde he saithe that he knewe that the said tofts were builded but what the stuffe of those buildings were worthe before they were taken downe he cannot depose.

To the iiiith he saithe he cannot depose certenly but saithe that the yerely rent of Dolphin Ine was fower marks. For the reste he knoweth not what rent they were of.

To the vth he saithe that all the said tofts and tenements and London Colledge were taken in by the lorde Cardinall Woolsey and be nowe included within the scite of Christ Churche.

To the sixte he knoweth of no recompense that was made to the maister and fellowes of Balliol Colledge, as he saithe.

To the viith he cannot depose anye thing as he saithe, but that he hathe harde worshipfull men saie that kinge Henry the VIIIth commaunded then Mr Crumwell late lorde Crumwell to make recompence

for the said tofts to the maister and fellowes of Ballioll Colledge for that tyme beinge and otherwise he cannot depose.

William Mundie citizen of Oxforde of the parishe of Saincte Towles, where he hathe dwellid these liiii yeres, lxvi yeres of age or thereaboughte, deposithe as followith.

To the first he deposithe and saithe that the maister and fellowes of Baily Colledge in Oxforde had certen lands, tofts, curtilages and tenements lying within the parishe of Saincte Aldates in a streete callid Fishe Streate there of his certen knowledge.

To the seconde he saithe that the said maister and fellowes had nyne tenements or curtilages within the said parishe whereof one was London Colledge, another was the Dolphin, the therde laie on the south side of the Dolphin and thother sixe laie towards Carfaxe not having any backesides or garden grownds except onlie London Colledge and the Dolphin Ine.

To the therde he saithe that the tofts were olde buildings and hansome howses of his certen knowledge but what the stuff of them was worthe he cannot tell as he saithe.

To the iiiith he cannot any thinge depose as he saithe.

To the vth he saithe he cannot tell whether any gifte of the said tofts and curtilages was made by the maister and fellowes of Ballioll Colledge to the lorde Cardinall Wolsey, but saithe that the foresaid tofts be included within the site of Christe Churche of his certen knowledge.

To the vith he saithe he knoweth of no recompense made.

To the viith he aunswerithe and saith that he cannot depose.

Peter Rolve of the parishe of Saincte Aldates where he hathe dwellid these lii yeres contynually together, of lxix yeres of age or theraboughts, deposithe as followith.

To the firste he saithe he knoweth that the maister and fellowes of Bailye Colledge in Oxforde in the right of there howse had sixe smale tenements, tofts or curtilages and a shopp, the Ine callid the Dolphin and London Colledge in the parish of Saincte Towles.

To the second he hathe aunswerid in the firste.

To the therde he saithe that all the said tofts and curtilages were builded and every of the smale tofts had a shopp.

To the iiiith he cannot depose as he saithe.

To the vth he cannot depose of any dede of gifte made but saithe

the lorde Cardinall Woolsey causid them to be taken in to Friswis, then callid Cardinall Colledge, nowe callid Christ Churche and be nowe within the circuite of the same.

To the vi^th^ and vii^th^ he cannot depose as he saithe.

Master Doctor Marshall, Deane of Christ Church in Oxford, Master Alexander Belsire and maister Henry Sidall, cannons there being examined whether recompense hathe byn made to the maister and fellowes of Ballioll Colledge for the tofts and curtilages which they demaunde aunswer and saie that, notwithstanding they knowe not the contrary but that they ar recompensid, for that they have there owne evidence againste them, yet that they thinke upon heresaie they ar not recompensid; and agayne, if they be not recompensid that the said Deane and Chapiter ought nether in lawe nether in conscience to make recompense; not in lawe, for that they have a dede of gifte from Bailye Colledge under there commen seale againste them; nether in conscience, partly bicause the founder of Christe Churche gave to Christe Churche the said lands with warrantize and clause of discharge of them for ever, partely bicause the said Bailye Colledge myght have had recompense at kinge Henry theight his hands, other els by king Edwarde the VI^te^ yf they had declarid there lacke and followid there suite ernestlye as others did, who have had recompence in like case.

215.

[Balliol grants to John de Somervylle an annuity secured upon the tenements of the College in Oxford.]

Omnibus hanc cartam indentatam visuris vel audituris Hugo de Corbrigge magister domus de Balliolo Oxonie & scolares eiusdem domus salutem in domino sempiternam. Noueritis nos dedisse & presenti carta nostra indentata confirmasse magistro Iohanni de Someruylle de Bourtoneanneys in comitatu Ebor' quemdam annuum redditum viginti trium librarum, sex solidorum & octo denariorum exeuncium & proueniencium de omnibus & singulis terris & tenementis nostris in villa Oxonie & suburb*iis* eiusdem ville, videlicet sex libras argenti de una aula cum pertinenciis in Oxonia vocata Burnelesyn, situata in parochia sancti Edwardi in quodam angulo ex opposito cimiterii ecclesie sancte Frideswyde Oxonie inter tenementum prioris & conuentus sancte Frideswyde Oxonie ex parte orientali &

B. 9. 20
May 5, 1342

quandam placeam terre nuper vocatam Cokewoldeshall ex parte occidentali[1]; et septem libras argenti de uno mesuagio nuper vocato sinagoga Iudeorum cum octo shopis, octo celariis & octo solariis cum suis pertinenciis in Oxonia situato coniunctim in parochia sancti Aldati inter tenementum Ioseph de Wodestoke & Alicie uxoris eius ex parte boreali & tenementum dictorum prioris & conuentus sancte Frideswyde ex parte australi; et decem et septem solidos argenti de tribus shopis cum pertinenciis in Oxonia, situatis coniunctim in dicta parochia sancti Edwardi inter tenementum Ricardi Cary ex parte una et terram nostram ex parte altera; et tresdecim solidos & octo denarios de mesuagio nostro capitali cum pertinenciis in suburbio predicto vocato Baillolehalle situato extra portam borialem Oxonie in parochia sancte Marie Magdalene iuxta mansum monachorum de Durham; et triginta & duos solidos argenti de una aula cum pertinenciis in Oxonia vocata Chymerhalle situata in parochia sancti Edwardi inter tenementum abbatis & conuentus de Abyndon ex parte boriali et tenementum dictorum prioris & conuentus sancte Frideswyde ex parte australi; et viginti solidos argenti de una aula cum pertinenciis in Oxonia vocata Herthalle situata in parochia sancti Iohannis de Mertone inter tenementum aule de Mertone ex parte orientali & tenementum priorisse & conuentus de Lutlemor ex parte occidentali; et viginti & octo solidos argenti de una aula cum pertinenciis in Oxonia vocata aula sancti Hugonis situata in parochia sancte Mildrede virginis inter terram aule Exonie ex parte occidentali & terram nostram ex parte orientali; et sexaginta solidos argenti de sex scolis cum pertinenciis in Oxonia, videlicet de tribus celariis & tribus solariis, que dicuntur Beaufrount, situatis coniunctim in dicta parochia sancte Mildrede in vico scolarum inter tenementum aule Exonie ex parte una & altam viam ex parte altera; et triginta & sex solidos argenti de quatuor scolis cum pertinenciis in Oxonia, videlicet de duobus celariis & duobus solariis situatis coniunctim in dicta parochia sancte Mildrede inter tenementum priorisse & conuentus de Stodleghe ex parte una & altam viam ex parte altera; soluendos annuatim prefato magistro Iohanni ad duos anni terminos videlicet ad festa Pentecost' et sancti Martini in yeme per equales porciones; habendum & tenendum totum predictum annuum redditum viginti trium librarum, sex solidorum & octo denariorum prefato magistro Iohanni ad totam vitam suam ad terminos predictos.

[1] Probably east and west should here be transposed: Greekhall belonging to St. Frideswide's was on the west of Burnel's Inn, Cokewoldes apparently on the east. It is a common error.

Et si predictus annuus redditus ad aliquem terminum aretro fuerit in parte vel in toto durante vita ipsius magistri Iohannis, concedimus pro nobis & successoribus nostris quod bene liceat predicto magistro Iohanni & suo certo attornato durante vita ipsius magistri Iohannis in omnibus & singulis terris & tenementis nostris tam in capitali mesuagio nostro predicto cum pertinenciis vocato le Baillolehalle quam in omnibus & singulis aliis terris & tenementis nostris predictis distringere & districciones retinere donec satisfactum fuerit eidem magistro Iohanni de toto predicto annuo redditu viginti trium librarum, sex solidorum & octo denariorum simul cum arreragiis eiusdem. Et nos predicti Hugo & scolares dicte domus de Balliolo & successores nostri totum predictum annuum redditum viginti trium librarum, sex solidorum & octo denariorum predicto magistro Iohanni ad totam vitam suam contra omnes homines warantizabimus, acquietabimus & defendemus. In cuius rei testimonium sigillum nostrum commune huic carte nostre indentate apposuimus, et quia predictum sigillum nostrum pluribus est incognitum sigillum maioris Oxonie hiis apponi procurauimus. Hiis testibus Ricardo Cary tunc maiore ville Oxonie, Iohanne de Nortone & Iohanne Peggy tunc balliuis eiusdem ville, Simone de Gloucestre, Ricardo de Selewode, Iohanne de Alestone, Alano de Hetone, Radulfo de Sutertone, Thoma de Leghe clerico & aliis. Dat' apud Oxoniam die dominica proxima ante festum Ascensionis domini anno domini millesimo trescentesimo quadragesimo secundo, et anno regni Anglie regis Edwardi tercii post conquestum sextodecimo, regni vero sui Francie tercio.[1]

III. THE SITE OF THE DIVINITY SCHOOL. 216-39.

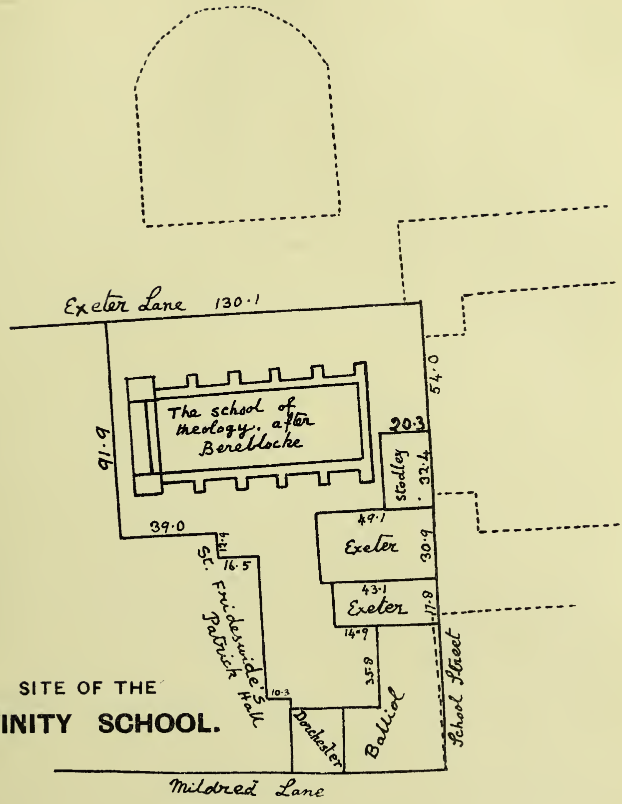
In 1295 Thomas de Sowy gave to Hugh de Warkenethby and others four schools with an area behind bounded by Brasenose Lane (called Mildred Lane) on the south, School Street on the east, a tenement once of Laurence Kepeharm, subsequently schools of Exeter College on the north, and a tenement of St. Frideswide's called Patrick Hall on the west. He also gave at the same time three messuages with an area bounded by School Street on the east, the road under the walls on the north, Roger de Sanford on the west and the schools of Studley Priory on the south.

[1] With a small seal, evidently of John de Somervylle.

It seems that the two formed one holding which ran behind the schools of Stodley and Exeter and enclosed them. On February 27, 1309, when an Inquisition *ad quod damnum* was held about these tenements under the name of 'four messuages', the verdict was returned that they were held of the Prior of Bicester at a rent of 7*s.* a year and were worth 30*s.* a year more. The return[1] is endorsed 'Fiat de gracia domini regis sine fine'. In 1342 they had become ten schools, of which four were at the north end of School Street, and six between Exeter Schools and St. Mildred's Lane; the former were worth 36*s.*, the latter 60*s.* a year (see no. 215). In 1317 the College received a tenement which faced the walls, known as St. Hugh's Hall, bounded on the east by the Balliol Schools and on the west by a tenement which in a short time was part of Exeter College. In the Inquisition[2] *ad quod damnum* it was stated to be worth 6*s.* 8*d.* a year, but in 1342 the rent was 28*s.* (see no. 215). By 1370 this hall and the schools adjoining had ceased to exist, and the site was let as a garden (no. 231). In 1427 it was granted to the University together with the court which lay at the back of the six remaining schools (no. 234); but this latter portion must have been returned to Balliol as we have bases of it in 1541 and 1566 (nos. 235, 237). In 1550 the schools were only three in number (no. 236); they were still standing in 1566 (no. 237); but in 1570 they had perished as well as the adjoining schools of Exeter (no. 238); in 1572 Balliol disposed of all that remained to it by an exchange with Exeter College (no. 239).

By the means of deed no. 234 we are able to reconstruct with some certainty the dimensions of the holding of Balliol; and if we remember that School Street ran to the east of Bodley's Proscholium, and that the north end of the Proscholium marks the south side of Exeter Lane, we can plot out on the Ordnance Survey the site that was acquired by the University in 1427. When this method is followed it will be found that the Divinity School stands just within this site, and does not encroach on the holding of Studley Priory. We do not know why the University did not acquire the land of Studley as well. There is evidence that the schools on that site did not exist in 1427, and that the ground was vacant; but probably for artistic purposes the architect placed his building as far as possible from School Street and Exeter Lane, so that it was found unnecessary to acquire the property of Studley. In Bereblock's picture of the Divinity School we see that there were two towers at the west end, no doubt containing staircases, and probably the main door was at the west end.

[1] Record Office, Inq. ad q. d. 74. 16. [2] ditto 116. 6.



SITE OF THE

DIVINITY SCHOOL.

216–21. The Acquisition of the Schools.

216.

[Thomas de Sowy grants four schools, three messuages, and two sites to three clerks.]

Sciant presentes & futuri quod ego Thomas de Sowy burgensis Oxonie dedi, concessi & hac presenti carta mea confirmaui magistris Hugoni de Warkenethby & Iohanni de sancto Germano & Thome de Heyworthe clerico & scolari quatuor scolas cum una area adiacente que uocantur Beufrount[1] & que site sunt inter terram & tenementum Prioris sancte Frideswide Oxonie & tenementum quod fuit Laurencii Kepherm in parochia beate Marie Oxonie, & tria messuagia angularia contra muros uille cum una area proxima que messuagia & area sita sunt inter terram Priorisse de Stodley ex una parte & terram que fuit Rogeri de Sanford in parochia supradicta; habenda & tenenda omnia predicta tenementa cum omnibus pertinenciis suis predictis Hugoni, Iohanni & Thome & heredibus suis seu assignatis quibuscumque & quandocumque dare uoluerint, uendere uel assignare tam in egritudine quam in sanitate libere, quiete, pacifice & integre in perpetuum, reddendo inde annuatim michi & heredibus meis seu assignatis unum clauum gariofili ad Pascha & Priori & conuentui Bernicestrie tanquam capitalibus dominis quatuor scolarum que dicuntur Beufrount & aree adiacentis septem solidos ad duos anni terminos, uidelicet ad festum sancti Michaelis tres solidos & sex denarios & ad Pascha tres solidos & sex denarios pro omni seruicio, sectis curie, consuetudine, exaccione & demanda. Et ego [&c. warranty]. Pro hac autem donacione, concessione, warantizacione & presentis carte mee confirmacione dederunt michi predicti H., I., and T. sexaginta decem marcas sterlingorum pre manibus. Ut igitur omnia predicta firma & stabilia sine dolo in perpetuum permaneant, presentem cartam sigilli mei inpressione roboraui die Ueneris proxima ante gulam Augusti, anno domini MCC nonogesimo quinto, hiis testibus, Henrico Oweyn, Iohanne de Ow, Philippo fratre suo, Iohanne Kiluert, Andrea filio eiusdem, Willelmo de Wodeston, Waltero Bost, Roberto de Wellis, Roberto de Brakeley & multis aliis.

A. 7. 1
July 27, 1295

A duplicate of no. 216. A. 7. 2

[1] The schools on the west side of School Street north of Brasenose lane were called Beufrount.

217.

[Thomas de Sowy grants the same to two clerks.]

A. 7. 3 Sciant presentes & futuri quod [&c. as in no. 216 . . .] confirmaui magistris Hugoni de Warkenethby & Willelmo de Gotham clericis & scolaribus uel eorum qui diucius uixerit quatuor scolas [&c. as in no. 216].

218.

[Margery le Cuulter quitclaims her rights in part of the land late of Thomas de Sowy.]

A. 7. 4 Mich. 1307–Mich. 1308 Notum sit omnibus quod ego Margeria que fuit (*sic*) uxor Elye le Cuulter[1] in ligia uiduitate mea concessi, dimisi, & presenti scripto quietum clamaui magistro Hugoni de Werkebi totum ius & clamium quod habui uel habere potui nomine dotis in omnibus tenementis cum pertinenciis in Oxonia que fuerunt predicti Elye & que tenementa predictus Hugo habuit de dono & feofamento Thome de Sowy; habendum & tenendum predicto Hugoni & heredibus suis uel suis assignatis in perpetuum; ita quod nec ego [&c.]; in cuius [&c. sealing], hiis testibus, Iohanne de Dokelingtone tunc maiore Oxonie, Willelmo de Burencestria & Iohanne de Hamptone tunc balliuis eiusdem, Ricardo le Espicer, Andrea de Pirie, Philippo de Wormenhale, Radulfo le Mercer & aliis.

219.

[Alice de Stokwell quitclaims her rights in the four schools of Beufrount.]

A. 7. 5 June 21, 1310 Notum sit omnibus & singulis quibus noticia presencium peruenerit quod ego Alicia que fui uxor Egidii de Stokwelle in pura uiduitate ac legia potestate mea remisi & omnino quietum clamaui magistris Hugoni de Warkneby, Willelmo de Gotham & heredibus ac assignatis suis in perpetuum totum ius meum & clamium quod habui uel aliquo modo habere potui nomine dotis uel alterius cuiuscumque iuris in quatuor scolis Bellefrontis cum pert. suis que fuerunt quondam predicti Egidii uiri mei & que predicti H. & W. modo tenent in Oxonia

[1] We learn from *Cart. St. Frid.* i. 448 that Elyas le Quilter held land on the east side of Patrick Hall.

in parochia beate Marie uirginis eiusdem uille; ita uidelicet quod nec ego [&c.]: in cuius [&c. sealing]; dat' Oxonie die dominica proxima ante festum Natiuitatis sancti Iohannis Baptiste, anno regni regis Edwardi filii regis Edwardi tercio.

220.

[Peter de Bradele grants his rights to William de Gotham.]

Sciant presentes & futuri quod ego Petrus de Bradele scolaris domus dicte de Balliolo in Oxonia dedi concessi & hac presenti carta mea confirmaui magistro Willelmo de Gotham dicte domus consocio porcionem meam totam, ius totum & clamium celarii parue Bellefrontis, que uel quod in ea habui uel habere potui, quam quidem porcionem, ius & clamium una cum porcione quadam, iure & clamio in septem aliis[1] ex eadem parte uici scolarum, uidelicet in tribus scolis Bellefrontis & in solario & celario angularibus contra muros uille & solario & celario eisdem uicinis ex parte australi una cum gardino eisdem pertinente & adiacente ex parte occidentali, concessam quiete clamatam habui a magistro Iohanne de sancto Germano[2]; tenendam & habendam dictam porcionem celarii antedicto magistro Willelmo & heredibus suis uel suis assignatis & quibuscunque dare, uendere, uel legare uoluerit de me & heredibus meis uel meis assignatis bene, quiete, pacifice in perpetuum, reddendo inde annuatim unam rosam in festo Natiuitatis sancti Iohannis Baptiste michi & heredibus meis uel meis assignatis pro omni seruicio seculari, exaccione & demanda, saluo forinseco seruicio domini regis. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, magistro Thoma de Pontefracto, magistro Adam de Kurle, domino Stephano de Cornubia, domino Ricardo de Camesale, domino Galfrido de Tendrynge & aliis.

A. 7. 6
1295–1310

221.

[The tenements are granted to Balliol.]

Sciant presentes & futuri quod nos Hugo de Werkeneby & Willelmus de Gotham clerici dedimus, concessimus & hac presenti

A. 7. 7
July 12, 1310

[1] No word is omitted here; we should expect *scolis* or *edificiis*.

[2] In 1342 Balliol had six schools called Beaufront, three of them on the ground floor and three on the first floor at the corner of School Street and Brasenose Lane, and four schools at the northern corner, two of them solars and two cellars (see no. 215). It seems from this deed that they had already been rebuilt in this way.

carta nostra confirmauimus magistro domus Scolarium de Balliolo Oxonie & scolaribus eiusdem domus quatuor[1] mesuagia cum area adiacente & aliis pertinenciis in parochia sancte Marie uirginis[2] in uico scolarum artistarum ad inueniendum quendam capellanum in capella sancte Katerine eiusdem domus singulis diebus diuina celebraturum iuxta formam, uim & effectum carte domini regis [licenciam][3] nobis & eis specialem in hac parte tribuentis, statuto de terris & tenementis ad manum mortuam non ponendis edito non obstante; que quidem mesuagia cum area adiacente & aliis pertinenciis habuimus ex donacione, concessione, tradicione Thome de Sowy burgensis Oxonie pro quadam summa pecunie sibi soluta pre manibus; habenda & tenenda predicta mesuagia cum area adiacente & aliis pert. prefato magistro & scolaribus & eorum successoribus quiete, libere, integre, bene & in pace in perpetuum; reddendo inde annuatim capitalibus dominis feodi illius seruicia inde debita & consueta. Et nos predicti H. & W. & heredes nostri & assignati predicta mesuagia [&c.] prefato magistro & scolaribus quieta clamauimus in perpetuum. In cuius [&c. sealing], hiis testibus, Iohanne de Dokelingtone tunc maiore, Ricardo de Berkele, Willelmo le Catur tunc balliuis Oxonie, Andrea de Pyry, Thoma de Pyry, Ricardo Owre, Henrico de Lynne & multis aliis. Dat' Oxonie die dominica proxima post festum Translacionis sancti Thome martiris anno domini MCCCC decimo.

222–30. THE ACQUISITION OF ST. HUGH'S HALL.

222.

[Richard Sebriht quitclaims land to Henry Unwais, who sells it to Nicholas Hwistle.]

A. 9. 1 Mich. 1228–Mich. 1229

Sciant presentes & futuri quod ego Henricus Unwais concessi, dimisi & liberaui[4] Nicholao Hwistle illam terram cum pertinenciis que iacet inter terram que fuit Aluredi Luth & terram Walteri Longi

[1] It is difficult to see how they could be reckoned as four messuages. Deed no. 220 seems to imply that at the NE. corner there were by this time only two messuages; the six schools at the SE. corner might be reckoned as one messuage or three.

[2] In nos. 216 and 219, as here, it is stated that these schools were in the parish of St. Mary, not St. Mildred; in no. 215 they are all reckoned to be in St. Mildred's.

[3] Not in MS. For the king's licence see no. 242.

[4] It seems that this was the legal phrase for a sale at this time; in no. 180, which is of about the same date, we have the same form 'concessi, dimisi & liberaui'. In later time 'dedi' would have been used in addition, and perhaps 'vendidi' as well.

in parrochia sancte Mildrede in Oxonia, illi & heredibus suis, habendam & tenendam de me & heredibus meis in feodo & hereditate libere, quiete & integre, reddendo inde annuatim uiginti denarios, unde reddet annuatim pro me & heredibus meis capitali domino sexdecim denarios, scilicet die Ascensionis domini octo denarios & die Animarum octo denarios, et luminari ecclesie sancte Mildrede duos denarios ad Pascha, et Iohanni de Garsindone & heredibus eius unum denarium ad Pascha, et michi & heredibus meis annuatim unum denarium ad Pascha pro omni seruitio. Et sciendum est quod ego Ricardus Sebrith relaxaui & quietum clamaui pro me & heredibus meis Henrico Unwais & heredibus eius & Nicholao Wistle & heredibus eius totum predictum tenementum cum omnibus pertinenciis. Pro quo tenemento pepigi quondam Henrico Unwais ministrare ei necessaria in uictu & uestitu, quod urgente necessitate mea eidem Henrico perficere non potui. Et ego Henricus Unwais & heredes mei et ego Ricardus Sebrith & heredes mei warantizabimus predictum tenementum cum pertinenciis predicto Nicholao & heredibus eius contra omnes homines & feminas. Pro hac autem concessione, dimissione, liberatione & warantizatione predictus Nicholaus dedit nobis decem marcas sterlingorum in gersuma. Et ut hec predicta rata permaneant hoc scriptum sigillis nostris confirmauimus. Hiis testibus, Iohanne Pady tunc maiore, Philippo Molendinario, Roberto Oein, Hugone Faluo & Toma le Granger tunc prepositis, Toma filio Widonis, Ricardo Cordewanario, Willelmo Crompe, Pentecoste.[1]

223.

[William Pille grants a messuage to Roger de Sanford.]

Sciant presentes & futuri quod ego Willelmus Pille & Cristina uxor A. 9. 2
mea dedimus, concessimus & hac presenti carta nostra confirmauimus Mich.
Rogero de Sanford in liberum maritagium cum Margareta filia Willelmi 1268–Mich.
de Farendone unum mesuagium cum pertinenciis, quod iacet inter 1269
terram que aliquando fuit Thome Uileyn & terram meam Willelmi Pille in parochia sancte Mildrede Oxonie; habendum & tenendum predictis Rogero & Margerie & heredibus suis de predicta Margeria

[1] With two green seals, each a fleur-de-lis, but of different forms, about 1 in. in diameter; on the right S' RICARDI SEBRIHT, on the left S' HENRICI VNWASSE. There can be no doubt that this refers to the same property as no. 223; for there is a charter at Magdalen stating that William Pille obtained the land of Alured Luth.

procreatis de nobis & heredibus nostris uel nostris assignatis libere, quiete, pacifice & integre, reddendo inde annuatim nobis & heredibus nostris unum denarium ad Pascha & capitalibus dominis illius feodi seruicium debitum & consuetum pro omni seruicio, exaccione & demanda. Et nos [&c. warranty]. Ut igitur [&c. sealing], hiis testibus, Nicholao de Kyngestone tunc maiore Oxonie, Henrico Oweyn, Iohanne de Eu tunc ballivis, Iohanne de Collesulle, Galfrido de Hegseye, Galfrido Aurifabro, Galfrido le Mercer, Willelmo Kepeherm, Thoma Clerico & aliis.[1]

224.

[Cristina Pille quitclaims to Marioria, widow of Roger de Sanford, all right in the property.]

A. 9. 3
Mich. 1283–Mich. 1284

Sciant presentes & futuri quod ego Cristina Pille relicta Willelmi Pille in mea viduitate ac ligia potestate mea dimisi, concessi & omnino quietum clamaui pro me & heredibus meis Mariorie relicte Rogeri de Sandford filie mee pro seruicio suo totum ius & clamium quod habui uel aliquo modo habere potui in illo mesuagio cum omnibus pertinenciis suis quod situm est inter terram que quondam fuit dicti Willelmi Pille ex una parte & terram Henrici Owayn ex altera in parochia sancte Mildride uirginis in Oxonia; habendum & tenendum dicte Mariorie pro seruicio suo & heredibus suis uel suis assignatis libere, quiete, bene & in pace hereditarie in perpetuum; ita quod nec ego dicta Cristina nec aliquis heredum meorum nec aliquis per me uel pro me in dicto mesuagio cum omnibus pertinenciis suis aliquid iuris uel clamii de cetero exigere poterimus. In cuius [&c. sealing], hiis testibus, Willelmo le Especer tunc maiore Oxonie, Philippo de Eu, Helya le Quilter tunc balliuis eiusdem, Nicholao de Kyngestone, Henrico Owayn, Iohanne de Eu, Iohanne Culuerd, Roberto de Brackele, Paulino de Criditone & aliis.[2]

225.

[Walter de Sanford sells to Geoffrey de Horkestow and Richard de Staynton.]

A. 9. 4
July 5, 1310

Sciant presentes & futuri quod ego Walterus de Sanford burgensis Oxonie dedi, concessi & hac presenti carta mea confirmaui magistris

[1] With two green seals, pointed oval; on the right, $1\frac{1}{4}$ in. × $\frac{7}{8}$ in., a crescent and star, S' CRISTIHNE PILLE; on the left, 1 in. × $\frac{5}{8}$ in., a fleur-de-lis, S'WILL'I PILLE.

[2] Seal as on no. 223.

Galfrido de Horkestow & Ricardo de Stayntoune clericis uel eorum alteri qui diucius uixerit unum mesuagium cum omnibus pertinenciis suis contra muros ville in parochia sancte Mildrede, quod iacet inter tenementum magistrorum Hugonis de Warkinby et Willelmi de Gotham ex parte orientali et tenementum Thome de Henkessay ex parte occidentali; habendum & tenendum cum omnibus pertinenciis suis predictis Galfrido et Ricardo vel eorum alteri qui diucius uixerit et heredibus suis seu assignatis quibuscumque et quandocumque dare uoluerint, legare, uendere vel assignare tam in egritudine quam in sanitate libere, quiete, pacifice & integre in perpetuum; reddendo inde annuatim capitalibus dominis feodi sexdecim denarios ad festum sancti Michaelis et luminari ecclesie sancte Mildrede duos denarios ad Pasca pro omni seruicio, sectis curie, consuetudine, exactione et demanda. Et ego [&c. warranty]. Pro hac autem donatione [&c.] dederunt michi predicti Galfridus & Ricardus viginti marcas sterlingorum pre manibus. Ut ergo [&c. sealing], die dominica proxima ante festum Translacionis sancti Thome martiris anno domini MCCC decimo, hiis testibus, Iohanne de Dokelyntone tunc maiore Oxonie et Ricardo de Berkele et Willelmo le Katour tunc balliuis, Andrea de Piry, Thoma de Sowy, Petro de Haniburg', Roberto de Wellys, Ricardo Owre et multis aliis.[1]

Endorsed. Feofamentum Walteri de Saunford pro aula sancti Hugonis.

226.

[A receipt for four marks paid to the widow of Walter de Saunford.]

Universis ad quos presentes littere peruenerint Emma Sewy vidua A. 9. 5
salutem in domino sempiternam. Noueritis quod ego Emma recepi Ap. 29, 1314
quatuor marcas sterlingorum de magistris Galfrido de Horkestowe & Ricardo de Steyntone ad usum Iuliane uidue filie mee relicte Walteri de Saunforde pro quieta clamacione dotis sue de aula sancti Hugonis eisdem magistris Galfrido & Ricardo predictis facta, obligans me & omnia bona mea ad solucionem seu retradicionem quatuor marcarum prefatis magistris G. & R. sine aliqua contradiccione faciendam si contingat, quod absit, dictos magistros G. &. R. a dicta Iuliana seu aliquo alio eius nomine pretextu exaccionis dotis predicte seu aliquarum arreragiarum aut qualiumcumque peticionum dotis predicte in aliquo

[1] Seal circular, ¾ in., a shield quartered; there are crosses in the two bottom quarters and a star in one of the top quarters: S' W. DE S.

de cetero inquietari. Ad que omnia firmius obseruanda Iohannem de la More fideiussorem inueni, qui se in solidum constituit debitorem principalem. Et ad hec omnia obseruanda tam ego quam predictus Iohannes fideiussor meus reuerendi uiri domini Cancellarii Uniuersitatis Oxonie gratis subiuimus condempnacionem. In cuius rei testimonium sigilla nostra una cum sigillo domini Cancellarii Uniuersitatis Oxonie presentibus sunt appensa. Dat' Oxonie tercio Kalendas Maii, anno domini millesimo tricentesimo quartodecimo.[1]

227.

[Juliana, widow of Walter de Saunford, quitclaims the property.]

A. 9. 6 Mich. 1313–Mich. 1314

Uniuersis ad quos presentes littere peruenerint Iuliana de Saunforde salutem in domino sempiternam. Noueritis me Iulianam de Saunforde viduam relictam Walteri de Saunford concessisse, dimisisse et omnino quietum clamasse magistris Galfrido de Horkestow & Ricardo de Stayntona totum ius quod habui vel habere potui nomine dotis in aula que vocatur Aula sancti Hugonis iuxta vicum scolarum ex parte occidentali et contra muros ville; ita quod nec ego nec aliquis nomine meo in redditu vel iure aule predicte quouismodo vel de aliquibus arreragiis nomine dicte dotis de cetero vendicare potero vel poterit in perpetuum. Pro hac autem concessione, dimissione et quieta clamatione dotis mee in aula predicta dederunt michi predicti magistri Galfridus & Ricardus quatuor marcas sterlingorum pre manibus. Et ut hec mea concessio, dimissio & quieta clamacio firma et stabilis in perpetuum perseueret has litteras concessionis, dimissionis & quiete clamationis mee predictis magistris Galfrido & Ricardo feci patentes sigillo meo consignatas. Hiis testibus, Willelmo de Birincestre tunc maiore Oxonie, Rogero Mimecan, Ricardo Cary tunc balliuis Oxonie, Andrea de Pyrye, Willelmo Pennard, Ricardo de Cosingtone, Ricardo de Stauntona, Ricardo de Berkele, Thoma de Pyrie clerico et aliis multis.

228.

[Geoffrey de Horkestow and Richard de Stayntone grant it to Balliol.]

A. 9. 7 Nov. 27, 1317

Sciant presentes & futuri quod nos Galfridus de Horkestow & Ricardus de Stayntoune clerici dedimus concessimus & hac presenti

[1] Seals lost.

carta nostra confirmauimus magistro & scolaribus domus de Balliolo Oxonie & eorum successoribus in eadem domo in perpetuum totum illud tenementum cum domibus & omnibus aliis pertinenciis in Oxonia quod fuit quondam Walteri de Sanford contra muros eiusdem uille in parochia sancte Mildrede situatum inter tenementum eorundem magistri & scolarium ex parte orientali & tenementum quondam Thome de Hengseye ex parte occidentali in subuencionem sustentacionis predictorum magistri & scolarium; tenendum & habendum predictum tenementum integre cum domibus, curtilagio & omnibus aliis pertinenciis prefatis magistro & scolaribus predicte domus & eorum successoribus in eadem domo libere, iure, integre in perpetuum iuxta formam, uim & effectum carte domini regis nobis & eis in hac parte licenciam specialem tribuentis,[1] statuto de terris & tenementis ad manum mortuam non ponendis edito non obstante, faciendo inde capitalibus dominis feodi illius seruicia inde debita & de iure consueta. In cuius [&c. sealing], hiis testibus, magistro Iohanne Luterel tunc Cancellario Oxonie, Willelmo de Birincestre tunc maiore eiusdem, Ricardo Cari, Gilberto de Grimstede tunc balliuis, Iohanne de Dokelyntone, Andrea de Pyri, Ricardo le Spicer, Iohanne de Bischoptone, Thoma de Pyri tunc clerico eiusdem uille & multis aliis. Scriptum & consignatum quinto Kal. Decembris, anno regni regis Edwardi filii regis Edwardi undecimo.

Endorsed. Carta de aula sancti Hugonis.

229.

[William de Shareshull renders and quitclaims St. Hugh's Hall to the College.]

Pateat uniuersis per presentes quod ego Willelmus de Shareshulle salutem in domino [*sic*]. Noueritis me tradidisse, concessisse & reddidisse & pro me & heredibus meis imperpetuum quietum clamasse magistro domus scolarium de Baliolo Oxonie illud tenementum quod habui prius ad terminum vite mee ex concessione & dimissione predicti magistri in villa Oxonie; habendum & tenendum predictum tenementum cum omnibus suis pertinenciis predicto magistro & eius successoribus & scolaribus eiusdem domus imperpetuum; ita quod ego predictus Willelmus, heredes mei & assignati nichil iuris seu liberi

A. 9. 8
Mar. 1, 1329

[1] See no. 252 for the King's licence. The Inquisition ad quod damnum (portf. 116, no. 6) dated Oct. 14, 1315, stated that this tenement paid 16*d.* yearly to Thomas de Sowy and was worth 6*s.* 8*d.* a year more.

tenementi (*sic*) in prenominato tenemento de cetero exigere poterimus vel clamare, set ab omni iure & accione simus inde exclusi imperpetuum. In cuius [&c. sealing]. Dat' apud Oxoniam primo die Marcii anno regni regis Edwardi tercii post conquestum tercio.[1]

Endorsed. Feofamentum factum domui per Willelmum de Sareshulle de aula sancti Hugonis.

230.

[Thomas Uppetheware and his wife quitclaim the property to Balliol.]

A. 9. 9 May 10, 1332 Omnibus Cristi fidelibus ad quos presens scriptum peruenerit, Thomas Uppetheware de Erdyngtone & Iohanna uxor eius & Margeria filia eiusdem Iohanne salutem in domino sempiternam. Noueritis nos remisisse & omnino pro nobis & heredibus nostris quietum clamasse Iohanni de Pokelyntone custodi domus scolarium de Baliolo Oxonie & scolaribus eiusdem domus & successoribus suis imperpetuum totum ius & clameum quod habemus vel habuimus seu quouismodo habere poterimus in futurum in uno mesuagio cum pertinenciis in Oxonia in parochia sancte Mildride quod vocatur Seynt Huwushalle, & situatur inter tenementum rectoris domus scolarium de Excetrehalle[2] ex parte occidentali & tenementum quondam Thome Vileyn[3] ex parte orientali, occasione successionis hereditarie seu cuiuscumque alterius tituli nobis aut alicui nostrum qualitercumque competenti; ita uero quod nec nos predicti Thomas & Iohanna & Margeria aut aliquis nostrum aliquit iuris seu clamii in predicto mesuagio cum pertinenciis exigere vel vendicare poterimus seu poterit in futurum set ab omni accione iuris & clami*o* predicti mesuagii cum pertinenciis per presentes simus exclusi. Preterea [&c. warranty]. In cuius [&c. sealing], hiis testibus, Willelmo de Burcestre tunc maiore Oxonie, Stephano de Adyngtone

[1] Seal circular, ⅞ in., a lozenge SIGILL' WILLELMI DE SARESHVLLE.

[2] In *Registrum Collegii Exoniensis*, p. iii (O.H.S.), the author can give no instance of the name Exeter Hall earlier than 1368. This is thirty-six years earlier.

[3] This seems to be an error; a comparison of no. 223 and no. 224 will show that the tenement of Thomas Vileyn had become the tenement of Henry Owayn in 1283; but it is known that the tenement on the west of St. Hugh's Hall descended from Henry Owayn to his daughter Agatha, and so to Exeter College (Boase, *Hist. of Exeter Coll.*, p. 293). Thomas Vileyn is perhaps to be identified with Thomas de Godestowe (*Magd. Deeds*, All Saints 48), who was to the west of the tenement of Hwistle about 1240. Probably the description of the tenement was taken from no. 223, and Thomas Vileyn was written instead of William Pille by mistake.

& Simone de Gloucestre tunc balliuis eiusdem ville, Andrea de Wormenhale, Iohanne Culuard, Iohanne Mymekan, Iohanne filio Willelmi Bost & multis aliis. Dat' Oxonie decimo die Maii anno regni regis Edwardi tercii post conquestum sexto.

231–9. Leases, etc.

231.

[Balliol grants a lease of the site to John Holewey.]

Nouerint uniuersi quod nos magister & scolares aule de Balliolo de Oxonia sub forma & condicionibus subscriptis concessimus, dimisimus & tradidimus Iohanni Holewey sclattere de Oxonia totum gardinum nostrum cum curtilagio & suis pertinenciis iacens ex opposito muri ville Oxonie inter mansum rectoris & scolarium aule de Exon ex parte occidentali & vicum vocatum Scolestrete ex parte orientali; habendum & tenendum predictum gardinum cum curtilagio & suis pertinenciis prefato Iohanni Holewey ad totum terminum vite sue & heredibus & assignatis suis per viginti annos proximo post ipsius Iohannis decessum sequentes & plenarie completos de nobis & successoribus nostris, reddendo inde annuatim nobis & successoribus nostris sex solidos & octo denarios bone & usualis monete ad duos anni terminos [viz. Mar. 25 & Sep. 29]. Et predictus I., heredes & assignati sui durante toto termino predicto omnes muros circa dictum gardinum cum suis pertinenciis existentes sumptibus suis propriis competenter sustentabunt & quando necesse fuerit emendabunt & in adeo bono statu quo illa iamdictus Iohannes recepit seu meliori in fine termini predicti dimittet seu dimittent, ita quod non liceat dicto Iohanni nec heredibus vel assignatis suis aliquas arbores in dicto gardino crescentes scindere aut euellere nisi ex speciali licencia predicti magistri & scolarium. Concessi eciam ego prefatus Iohannes Holewey pro me, heredibus & assignatis meis quod si contingat nos in solucione dicti redditus post aliquem terminum predictum per medietatem unius anni aretro existere aut vastum de predictis arboribus ut premittitur facere, extunc bene liceat prefatis magistro & scolaribus & eorum successoribus predictum gardinum cum suis pertinenciis ingredi & in manibus suis reseisire, nosque abinde penitus eicere & expellere nullo remedio iuris racione ingressus eieccionis & expulsionis illius nobis quouismodo competente. Et nos predicti magister [&c.

A. 9. 10 Dec. 6, 1370

warranty]. In cuius [&c. sealing]; dat' apud Oxoniam die Veneris in festo sancti Nicholai episcopi, anno regni regis Edwardi tercii post conquestum quadragesimo quarto.

232.

[Balliol grants a lease of the site to John Weston.]

A. 9. 11 Feb. 15, 1411

Hec indentura facta inter magistrum Thomam Chace clericum magistrum collegii vulgariter nuncupati le Bayllyolhalle in suburbio extra portam borialem Oxonie & eiusdem collegii socios ex una parte & Iohannem Weston de Oxonia ex altera parte testatur quod dicti magister & socii concesserunt & dimiserunt prefato Iohanni unum gardinum iacens in parochia sancte Mildrede virginis Oxonie inter collegium vocatum Excestrehalle in Oxonia ex parte occidentali & vicum scolarum ex parte orientali; habendum & tenendum dictum gardinum cum pertinenciis prefatis Iohanni & assignatis suis a festo Annunciacionis beate Marie virginis proximo futuro usque ad finem termini decem annorum tunc proximo sequencium & plenarie completorum; reddendo inde annuatim durante termino predicto prefatis magistro & sociis & successoribus suis septem solidos argenti usualis monete equis porcionibus ad festa sancti Michaelis archangeli & Annunciacionis beate Marie virginis. Et prefatus I. & assignati sui muros dicti gardini custagiis suis propriis sustentabunt & reparabunt per totum terminum predictum. Et si [&c. if the rent is unpaid, the College may distrain. The College will warrant]; hiis testibus, Waltero Daundeseye maiore ville Oxonie, Willelmo Offord & Thoma Gibbys balliuis eiusdem ville, Ricardo Garstone, Iohanne Merstone, Edmundo Kenyan, Iohanne Sprunt aldremannis, Nicholao Nortone clerico & aliis. Dat' apud Oxoniam quintodecimo die Februarii anno regni regis Henrici quarti post conquestum duodecimo.

233.

[Balliol grants a lease for 99 years to the University.]

A. 7. 15 July 6, 1427

Hec indentura facta apud Oxoniam in uigilia Translationis sancti Thome martiris anno domini MCCCCXXVII & anno regni regis Henrici sexti post conquestum Anglie quinto inter magistrum Robertum Burley magistrum siue custodem collegii vulgariter nuncupati Baylyolhalle in suburbio ville Oxonie & eiusdem loci socios siue scolares ex una parte

& magistrum Thomam Chace sacre pagine professorem [&c. as in no. 35] ex altera parte testatur quod dicti Magister Robertus Burley [&c.] tradiderunt & ad firmam dimiserunt prefatis Thome Chace [&c.] unam vacuam placeam terre infra menia ville Oxonie situatam inter collegium Exonie ex parte occidentali & vicum scolarum ex parte orientali unde unum caput abuttat super Exedre Lan iuxta predicta menia [&c. as in no. 234 . . . . . .] triginta & sex pedes & septem pollices; habendam [&c.] prefatis Cancellario [&c.] usque ad finem termini nonaginta & nouem annorum proximo sequencium & plenarie complendorum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta, reddendo inde annuatim durante termino predicto magistro siue custodi collegii predicti & eiusdem loci sociis siue scolaribus ac suis successoribus septem solidos bone & legalis monete Anglicane ad festa sancti Michaelis archangeli & Annunciacionis beate Marie Virginis equis porcionibus. [The owners may distrain for the rent]. Et predicti Cancellarius [&c.] infra terminum predictum sicut et pro perpetuo si contingat ipsos predictam uacuam placeam terre in feodum perpetuum obtinere nullum edificium siue nocumentum super dictam vacuam placeam terre facient seu fieri permittent ex opposito scol*arum* collegii sepedicti ad obturandum siue impediendum lumen alicuius fenestrarum dictarum scolarum, sed uolunt & concedunt dicti Cancellarius, procuratores & magistri pro se & successoribus suis quod dicte fenestre erunt aperte modo quo nunc sunt aliqua consuetudine Uniuersitatis seu ville Oxonie non obstante, habita tum sufficienti reparacione earundem fenestrarum quoad ferramenta uel consimilia sumptibus collegii antedicti. Insuper bene licebit prefatis magistro siue custodi [&c.] quocies necesse fuerit durante termino predicto sicut & imperpetuum si contingat dictos Cancellarium [&c.] prefatam vacuam placeam terre in feodum perpetuum obtinere cum seruientibus & operariis suis liberum ingressum habere per[1] dict*am* vacu*am* plac*eam* terre aut aliunde prouidebit dicta Uniuersitas congrue pro eodem ad reparandum, emendandum siue edificandum scolas predictas & pro tempore huius reparacionis, emendacionis siue edificacionis asiamentum cum propriis scalis & aliis necessariis super dictam vacuam placeam terre sine contradictione & impedimento ut moris est habere & obtinere. Et predicti magister [&c. warranty]. In cuius [&c. alternate sealing].[2]

A modern transcript of no. 233. A. 7. 16

[1] pro, MS.
[2] With the seal of the Chancellor; the Chancellor seated between the two proctors; beneath them six figures.

234.

[An agreement between Balliol and the University.]

A. 7. 17
July 6,
1427

Hec indentura facta apud Oxoniam in uigilia Translationis sancti Thome martyris anno domini millesimo ccccxxvii et anno regni regis Henrici sexti post conquestum Anglie quinto inter magistrum Thomam Chace, sacre pagine professorem, Uniuersitatis Oxon' Cancellarium ac magistros Henricum Seuer & Ricardum Babthorpe procuratores ceterosque magistros Uniuersitatis predicte ex parte una, et magistrum Robertum Burley, magistrum siue custodem collegii uulgariter nuncupati Baylyolhall in suburbio ville Oxon' et eiusdem loci socios siue scolares ex altera parte, testatur quod si predicti Cancellarius, procuratores et magistri Uniuersitatis predicte aut eorum successores unanimes assensu & consensu suis infra sexaginta annos a die confectionis presentium dederint, concesserint, et carta sua communi sigillo Uniuersitatis predicte sigillata confirmauerint eidem magistro Roberto, magistro siue custodi predicti collegii et eiusdem loci sociis siue scolaribus aut successoribus suis unum tenementum cum pertinenciis eidem collegio contiguum, quod quidem tenementum iidem magister siue custos, socii siue scolares collegii predicti de predictis Cancellario, procuratoribus et magistris Uniuersitatis predicte iam tenent, quod quidem tenementum situatur in suburbio ville Oxon' inter collegium siue aulam Balliol' ex parte orientali et tenementum prioris et conuentus sancte Frideswide ex parte occidentali, unde unum caput abuttat super stratam regiam uersus austrum et alterum caput abuttat super gardinum collegii seu aule Balliol' predicte et continet in longitudine nonaginta sex pedes et in latitudine in fine australi quadraginta et septem pedes et in fine boreali quadraginta & unum pedem, habendum & tenendum predictum tenementum cum pertinenciis eisdem magistro siue custodi et sociis siue scolaribus collegii predicti et eorum successoribus de capitalibus dominis feodi illius per seruicia inde debita et de iure consueta, obligando eosdem Cancellarium, procuratores et magistros Uniuersitatis predicte et eorum successores per eandem cartam ad warantizandum predictum tenementum cum pertinenciis predictis magistro siue custodi et sociis siue scolaribus collegii predicti et eorum successoribus in perpetuum, ac etiam ad acquietandum eosdem de omni onere uel redditu erga quoscumque, licencia domini regis nunc, heredum uel successorum suorum regum Anglie, per eosdem Cancellarium, procuratores et magistros Uniuersitatis predicte aut eorum successores inde primitus

sufficienter in lege obtentis; post quod quidem feoffamentum tenementi predicti cum pertinenciis in forma predicta factum predicti Cancellarius, procuratores et magistri Uniuersitatis predicte pro se & successoribus suis uolunt et concedunt per presentes, quod si predicti magister siue custos et socii siue scolares collegii predicti aut eorum successores unanimes assensu et consensu suis, quandocumque per eosdem Cancellarium, procuratores et magistros Uniuersitatis predicte requisiti fuerint, dederint, concesserint & carta sua indentata communi sigillo collegii predicti sigillata confirmauerint eisdem Cancellario, procuratoribus et magistris Uniuersitatis predicte aut eorum successoribus unam vacuam placeam terre infra menia ville Oxon' situatam inter collegium Exonie ex parte occidentali et vicum scolarum ex parte orientali, unde unum capud abuttat super Exedre Lan iuxta predicta menia uersus boream et alterum caput abuttat super fundos seu tenementa abbatis et conuentus Dorcestrie et aule Balliol iuxta Mildrede Lane uersus austrum, et continet in longitudine a fine boreali dicte placee usque ad finem australem eiusdem centum, sexaginta & undecim pedes ac quinque pollices et a primo pede inclusiue a fine boreali dicte longitudinis usque ad quinquagesimum quartum pedem inclusiue eiusdem uersus austrum continet in latitudine a vico scolarum usque ad collegium Exon' predictum centum & triginta pedes et unum pollicem; et a dicta prima mensura exclusiue dicte longitudinis ad octogesimum sextum pedem et quartum pollicem inclusiue totius eiusdem a fine boreali continet in latitudine a fundo priorisse et conventus de Stodeley iuxta vicum scolarum usque ad dictum collegium centum et nouem pedes et decem pollices, et ab illa secunda mensura exclusive dicte longitudinis ad octogesimum undecimum pedem et nonum pollicem totius eiusdem a dicto fine continet in latitudine a fundo scolarum collegii Exon iuxta dictum vicum usque ad dictum collegium octoginta & unum pedem; et ab illa tercia mensura exclusive dicte longitudinis ad centesimum quartum pedem et sextum pollicem totius eiusdem a dicto fine continet in latitudine a fundo scolarum dicti collegii Exon iuxta dictum uicum usque ad fundum prioris et conuentus sancte Frideswide uersus occidentem quadraginta & duos pedes et ab illa quarta mensura exclusiue dicte longitudinis ad centesimum decimum septimum pedem et unum pollicem totius eiusdem a dicto fine continet in latitudine a predicto fundo scolarum dicti collegii Exon iuxta dictum uicum usque ad predictum fundum predicti prioris et conventus uiginti & quinque pedes et septem pollices; et ab illa quinta mensura exclusive dicte longitudinis ad

centesimum tricesimum quintum pedem et nonum pollicem totius eiusdem a predicto fine continet in latitudine a fundo scolarum dicti collegii Exon contiguo fundo scolarum predictarum usque ad predictum fundum predicti prioris et conuentus triginta et unum pedem et septem pollices; et ab illa sexta mensura exclusive dicte longitudinis ad centesimum sexagesimum quartum pedem et quintum pollicem totius eiusdem a predicto fine continet in latitudine a fundo scolarum aule Balliol iuxta predictum uicum usque ad predictum fundum predicti prioris et conuentus quadraginta & sex pedes & quatuor pollices; et ab illa septima mensura exclusive dicte longitudinis ad finem australem totius longitudinis continet in latitudine a predicto fundo scolarum aule Balliol usque ad quoddam botras seu quendam angulum predicti fundi predicti prioris et conuentus triginta et sex pedes & septem pollices; habendam & tenendam predictam vacuam placeam terre prefato Cancellario, procuratoribus et magistris Uniuersitatis predicte et eorum successoribus de capitalibus dominis feodi illius per seruitia inde debita et de iure consueta, et etiam reddendo annuatim eisdem magistro siue custodi et sociis siue scolaribus collegii predicti et successoribus suis quinque solidos legalis monete ad festa sancti Michaelis archangeli et Annunciacionis beate Marie virginis equis porcionibus; [for which rent the College may distrain]; obligando eosdem magistrum siue custodem et socios siue scolares collegii predicti et eorum successores per eandem cartam ad warrantizandum predictam uacuam placeam terre predictis Cancellario, procuratoribus et magistris Uniuersitatis predicte et successoribus suis forma et declarationibus predictis in perpetuum; ac eciam ad acquietandum eosdem de omni onere & redditu eidem vacue placee terre pertinenti erga quoscumque alios pro redditu predicto, licentia domini regis nunc, heredum vel successorum suorum regum Anglie per eosdem Cancellarium, procuratores et magistros Uniuersitatis predicte aut eorum successores inde primitus in lege sufficienter obtentis; quod tunc quedam obligatio per quam iidem magister siue custos et socii siue scolares collegii predicti et successores sui tenentur et obligantur predictis Cancellario, procuratoribus et magistris Uniuersitatis predicte et eorum successoribus in mille marcis pro nullo habeatur; sin autem, in suo robore permaneat et effectu. Et predicti magister siue custos & socii siue scolares collegii antedicti uolunt & concedunt pro se & successoribus suis quod si prefati Cancellarius, procuratores & magistri Uniuersitatis predicte aut eorum successores teneant & perimpleant omnes & singulas conuenciones amortizacionem predicti

tenementi & dicte vacue placee terre concernentes ex parte sua, quod extunc obligacio mille marcarum per quam dicti Cancellarius, procuratores & magistri & eorum successores tenentur & obligantur prefatis magistro sive custodi & sociis siue scolaribus collegii antedicti & eorum successoribus pro nullo habeatur; sin autem, in suo robore permaneat & effectu. In cuius [&c. alternate sealing].

235.

Mar. 1, 32 Hen. VIII [1541]; a lease to John Hore glover **A. 9. 13**
& Agnes his wife of a garden ground bounded by the Divinity School N., Exeter College W., the street by Brasenose & Lincoln College S., certain schools pertaining to Balliol and Exeter E., together with the west end of a school abutting on the said garden ground and lying next to the street on the south; for 20 years; rent 6*s.* 8*d.*; John, Agnes or their assigns 'shall not make nor suffre to be made any bowling alley, butts, tenes cowrte, or any other manner of pastyme shall suffre their to be used which shall or may be at any time lett, hinderaunce or noysome to estudients', nor 'suffer any hoggstye to be made or any dungehill or any other fyllthie savors whiche may be noysome and infectuose to them that shall resort to the scholis or any other places theirabowt, and if it chance that any hepe of dunge be cast into the street out of the said garden or the said part of the schole that it shalbe caried away assone as it amowntith to the quantitie of a loade, nother it shalbe lefull to the said John [&c.] to buyld or set any tre or trees whiche may let or stoppe the light of the scholis, and if any harme be done to the scholis by breaking of windowes or otherwise through default or necgligence of them or any of theirs, that then such harme done shalbe redressed at their costs; and if by any casualtie thorow their necgligence the end of the said schole or any other thing were to take harm, that then the said John, his wife or their assigns shall redresse all such hurt and damage at their proper costs'; 'and if chaunce shalbe the Universyte or any other be disposed to buyld on the said ground for the behove of the said College that then the said John, his wyfe & assigns shall yield and give up to the said master & fellows their tytle, hold and interest frely renowncing the same, this indenture notwithstanding.'

236.

A. 9. 14 Sept. 1, 4 Ed. VI [1550]; a lease by James Broke, 'master of Balliol Colledge otherwise callyd Baylye Colledge' and the fellows to John Spenser of Oxford 'howsyer', of three schools in School Street in St. Mary's parish to make a garden; the south end of the first school butts upon the way towards Brasenose, the second lies next to it on the north, the third joins to Exeter College school now in the tenure of William Marbecke; for 21 years; rent 2*s.* 6*d.*; 'Allso the said John couenauntyth & grauntyth by theis presents that yf the head of the Uniuersite or ony other shall at ony tyme hereafter buyld or erect newe scholes in the saide strete comenly callyd the schole strete duryng his lease of xxi yeres that then the saide John & his assigneis to delyver & surrender or cause to be delyuerydd or surrendred the saide indenture or lease of the saide iii scholes or garden grounde into the hands of the saide master & felowes or their successors'; 'further the master & felowes couenaunte & graunte by theis presents that yf yt shall fortune no new scholes there to be buyldyd duryng the saide terme of xxi yeres that then the saide John Spenser, his heyres, executors, or assigneis to inyoye & to have the preferment of the saide garden grounde of the three scholes aforesaide before ony other person or persons doyng as a nother man wylle next & immediatly after the full yeres expired and endyd of this present lease & dimission unto the end & terme of other xxi yeres.'

237.

A. 9. 15 Mar. 19, 8 Eliz. [1566]; a lease by Robert Hoper, master of Balliol, & the fellows to John Neale rector of Exeter & the fellows of a garden ground and stable in St. Mary's parish bounded by the Divinity School N., Exeter College W., schools of Balliol and Exeter E., the road S.; for 41 years; rent 20*s.*; the tenants will not suffer a bowling alley or tennis court to be set up there, nor make hogsties or dunghills: 'provyded allwaies that yf it fortune the Universitie do builde any schole or scholes in or uppon the said garden ground with other the premisses within the terme of the years of this lease by vertue or force of any comission or any other lyke commaundement gyven owte by the Queen's highenes or any of her successors that then it shalbe lawful for the said Rector & fellowes of Exeter College or their

successors yf any grounde within the said garden and other the premisses be vaccante & not builded uppon to have & possess the same for an indifferent rente paying during the term of the aforesaid yeres to the said Master & fellows, which to be rated and set according to the arbitrement of fowre honest men,' two chosen by either side.

238.

Aug. 18, 12 Eliz. [1570]; a lease by 'John Pers' D.D. master of Balliol & the fellows to Rycharde Hanson of Oxford 'merser' of a garden ground containing 'in length lxiii foote or thereaboute & in breadth xxi foote or thereaboute' in School St. in 'St. Maris parish', late in the tenure of John Spenser, bounded by the way towards Brasenose S., a garden ground of Exeter College [1] now in the tenure of Doctor Baylye N., a garden of Balliol College in the tenure of John Lews, baker W., and a lane or way lying by the Scholes E.; for 21 years; rent *2s. 6d.*; without the additional covenants of no. 236. A. 9. 16

239.

An indenture of Oct. 6, 14 Eliz. [1572] by which Balliol College grants to Exeter College three gardens in the occupations of Walter Baylie doctor of Phisicke, Garbrand Harkes & Richard Hanson severally, lying on the east part of Exeter College, W. of School St., S. of the Divinitie school, N. of Mildred Lane, in exchange for a messuage and a garden adjoining late in the tenure of John Kenals doctor of law lying N. of the road leading from Balliol to Magdalene church, W. of the wall of Balliol, E. of certain tenements which belong to Balliol; together with an annuity or yearly rent of xii*s*. vi*d*. from a house of Exeter College situate in the parish of St. Mary Magdalen now in the tenure of John Sommersby; Balliol may distrain on this house, if the annuity is not paid. A. 9. 12

IV. CHIMERE HALL. 240–7.

Chimere Hall in Schidyerd Street was given to Balliol in 1310 by Hugh of St. Ives and Geoffrey of Horkestow. It was on the west side of the street not far from the cemetery of St. Frideswide; it would now be between Canterbury Gate and the house of the President of Corpus.

[1] Previously schools of Exeter.

An Inquisition[1] held Feb. 27, 1309, returned the verdict that it was held of the Abbot of Abingdon at a rent of 4*s.* and was worth 16*s.* more; in 1342 it was reckoned to be worth 32*s.* a year or more (see no. 215); but in 1363 when another Inquisition[2] was held, on the proposal of the Archbishop to found Canterbury College, it was declared to be worth only 9*s.* a year. It was granted to Canterbury College in 1394 for a perpetual rent of 26*s.* 8*d.*

240.

[Ralf le Wal sells a messuage in St. Edward's parish to Richard Overhe.]

A. 13. 11 Aug. 30, 1304

Sciant presentes & futuri quod ego Radulfus le Wal piscator dedi, concessi & hac presenti carta mea confirmaui Ricardo Overhe pellipario Oxonie pro quadam summa pecunie quam michi dedit pre manibus totum illud mesuagium cum omnibus suis pertinenciis quod situm est in parochia sancti Edwardi regis in Oxonia in uico qui uocatur Sydyerd inter tenementum abbatis de Abyndone ex parte una & tenementum prioris sancte Frideswide ex altera; habendum & tenendum totum predictum mesuagium cum pertinenciis prefato Ricardo & heredibus suis uel suis assignatis de capitali domino illius feodi per seruicium inde debitum & consuetum libere, quiete, bene & in pace in perpetuum. Et ego [&c. warranty]. In cuius [&c. sealing] hiis testibus, Roberto de Wormenhale tunc maiore Oxonie, Hugone Cari & Willelmo de Burncestre tunc balliuis eiusdem uille, Philippo de Eu, Iohanne de Eu, Thoma de Souwy, Andrea Culuerd, Thoma de Hengseye, Iohanne With & aliis. Dat' apud Oxoniam in crastino decollationis sancti Iohannis Baptiste anno regni regis Edwardi filii regis Henrici tricesimo secundo.[3]

241.

[Richard Overhe sells it to Hugh de St. Ives and Geoffrey de Horkestowe.]

A. 13. 12 Mich. 1306–Mich. 1307

Sciant presentes a futuri quod ego Ricardus Ouerhe pelliparius Oxonie dedi, concessi & hac presenti carta mea confirmaui magistris Hugoni de sancto Iuone, Galfrido de Horkestowe, pro quadam summa pecunie quam michi dederunt pre manibus, totum illud

[1] Inquisitio ad quod damnum, portf. 74, no. 16 (Record Office).

[2] Ibid., portf. 348, no. 16.

[3] Seal, pointed oval, $1\frac{1}{4}$ in. by 1 in., a fleur de lis; S' RADVL[FI FIL'] ROB'TI VAL.

mesuagium cum omnibus suis pertinenciis quod vocatur Chimere Halle, quod situm est in parochia sancti Edwardi regis in Oxonia in vico quod vocatur Schydyerd inter tenementum abbatis de Abyndone ex parte una & tenementum prioris sancte Frideswide ex altera; habendum & tenendum totum predictum mesuagium cum pertinenciis prefatis magistris Hugoni, Galfrido & heredibus suis uel assignatis de capitali domino illius feodi per seruicium inde debitum & consuetum libere & quiete, bene & in pace in perpetuum. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne de Dukelyntone tunc maiore Oxonie, Waltero de Wycumbe & Willelmo Penard tunc balliuis eiusdem ville, Philippo de Ew, Iohanne de Ew, Thoma de Sowy, Andrea de Pyrie, Andrea Culuerd, Iohanne de Colishulle & aliis.

242.

[Licence in mortmain of Edward II.

Edwardus dei gracia, rex Anglie, dominus Hibernie & dux Aquitannie omnibus ad quos presentes littere peruenerint salutem. Licet de communi consilio regni nostri statutum sit quod non liceat uiris religiosis seu aliis ingredi feodum alicuius ita quod ad manum mortuam deueniat sine licencia nostra & capitalis domini de quo res illa inmediate tenetur; uolentes tamen dilectis nobis in Cristo magistro domus scolarium de Balliolo Oxonie & scolaribus eiusdem domus graciam facere specialem concessimus & licenciam dedimus pro nobis & heredibus nostris quantum in nobis est magistro Hugoni de sancto Iuone & magistro Galfrido de Horkestowe quod ipsi unum mesuagium cum pertinenciis in Oxonia in subuencionem sustentacionis eorundem magistri & scolarium, et magistro Hugoni de Warkenby & magistro Willelmo de Gotham quod ipsi quatuor mesuagia cum pertinenciis in eadem uilla ad inueniendum quendam capellanum diuina in capella sancte Katerine eiusdem domus singulis diebus celebraturum, et magistro Waltero de Foderinggeye quod ipse quandam placeam terre cum pertinenciis in suburbio Oxonie continentem in se sexaginta & decem pedes terre in longitudine & centum pedes terre in latitudine, et Gilberto de Pontefracto & Thome de Humbletone quod ipsi duas placeas terre vacuas cum pertinenciis in suburbio predicto que de nobis tenentur in capite & quarum una continet in se centum & quater uiginti pedes terre in longitudine & triginta pedes in latitudine, & alia placea continet in se centum & quater uiginti pedes terre in longi-

A. 13. 21
July 4, 1310

tudine & uiginti pedes terre in latitudine, manso dictorum magistri & scolarium ibidem continguas ad elargacionem eiusdem mansi dare possint & assignare eisdem magistro & scolaribus; habenda & tenenda sibi & successoribus suis, magistro & scolaribus eiusdem domus imperpetuum; et eisdem magistro & scolaribus quod ipsi predicta mesuagia & placeas cum pertinenciis a prefatis H., G., H., W., W., G. & T. recipere possint & tenere sibi & successoribus suis predictis imperpetuum sicut predictum est tenore presencium similiter licenciam dedimus specialem, nolentes quod predicti H., G., H., W., W., G. & T. vel heredes sui aut prefati magister & scolares uel successores sui racione premissorum per nos uel heredes nostros, iusticiarios, escaetores, uicecomites aut alios balliuos seu ministros nostros quoscumque occasionentur, molestentur in aliquo seu grauentur, saluis tamen nobis & aliis capitalibus dominis feodorum illorum seruiciis inde debitis & consuetis. In cuius rei testimonium has litteras nostras fieri fecimus patentes. Teste me ipso apud Westmonasterium quarto die Iulii anno regni nostri tercio.

Endorsed in a contemporary hand. Carta regis de Aula Chimere & de scolis & de una placea in orto nostro & de duabus placeis extra portam nostram. Nona.[1]

243.

[Hugh de St. Ives and Geoffrey de Horkestow give Chimere Hall to Balliol.]

A. 13. 13 July 10, 1310

Sciant presentes & futuri quod nos Hugo de sancto Yuone & Galfridus de Horkestow clerici dedimus, concessimus & hac presenti carta nostra confirmauimus magistro domus scolarium de Balliolo in Oxonia & scolaribus eiusdem domus totum illud mesuagium cum omnibus suis pertinenciis quod vocatur Chimere halle, quod situm est in parochia sancti Edwardi regis in Oxonia in uico qui uocatur Schydyerd inter tenementum abbatis de Abbyngtone ex parte una & tenementum prioris sancte Fredeswyde ex altera in subuencionem sustentacionis predictorum magistri & scolarium, quod quidem tene-

[1] Two Inquisitions were held on Feb. 27, 1309, and Feb. 6, 1310, respectively, to know the value of the tenements, and whether it would be to the King's damage if they were given to Balliol. The four messuages were declared to be worth 30*s.* beyond a rent of 7*s.* to Bicester Priory, Chimere Hall to be worth 16*s.* beyond a rent of 4*s.* to Abingdon, and the pieces of land to be worth 6*d.* The former inquisition is endorsed 'Fiat de gracia domini regis sine fine'. (Inq. ad q. d. 74. 16 and 77. 22; Record Office.)



THE SEAL OF CANTERBURY COLLEGE; THE MURDER OF ST. THOMAS
SIGILLUM COLLEGII AULE CANTUARIE IN OXONIA

[*Face page 161*

mentum habuimus ex concessione, donacione, tradicione Ricardi Owre pelliparii pro quadam summa pecunie sibi pre manibus tradita; tenendum & habendum totum predictum mesuagium cum pertinenciis suis de nobis & heredibus nostris prefatis magistro & scolaribus & eorum successoribus eiusdem domus iuxta formam, uim & effectum carte domini regis nobis & eis licenciam in hac parte specialem tribuentis, statuto de terris & tenementis ad manum mortuam non ponendis edito non obstante, reddendo inde annuatim capitali domino feodi illius seruicium inde debitum & consuetum. Et nos predicti Hugo & Galfridus & heredes nostri totum predictum messuagium cum omnibus suis pertinenciis prefatis magistro & scolaribus & eorum successoribus quietum clamauimus in perpetuum. In cuius [&c. sealing], hiis testibus, Iohanne de Dukelingtone tunc maiore Oxonie, Ricardo de Berkley & Willelmo le Chatur' tunc balliuis, Andrea de Pyry, Ricardo le Spicer, Thoma de Sowy, Henrico de Lynne, Roberto de Welles, Ricardo de Owre, Thoma de Pyry tunc clerico ville & multis aliis. Scriptum & consignatum Oxonie VI Idus Iulii anno regni regis Edwardi filii regis Edwardi quarto.

244.

[Balliol grants Chimer Hall to Canterbury College.]

Sciant presentes & futuri quod nos magister & scolares de Bailol-halle in Oxonia unanimi assensu & voluntate nostris dedimus & concessimus & hac presenti carta nostra indentata pro nobis & successoribus nostris in perpetuum confirmauimus custodi & scolaribus collegii Cantuarie in Oxonia unum mesuagium cum pertinenciis in Oxonia, alias nuncupatum Chymerhalle, iacens capitando versus regiam stratam Est & gardinum dicti collegii Cantuarie West, North & South; habendum & tenendum predictum mesuagium cum pertinenciis prefatis custodi & scolaribus collegii predicti & successoribus suis custodibus & scolaribus collegii illius in puram & perpetuam elemosinam imperpetuum, prout in litteris patentibus domini regis nunc de licencia sua speciali ad taliter faciendum & recipiendum plenius continetur. Et nos [&c. warranty]. In cuius [&c. sealing]. Dat' apud Oxoniam quarto die Septembris anno regni regis Ricardi secundi quarto.[1]

A. 13. 14
Sept. 4, 1380

[1] Seal of Canterbury College; see Plate.

245.

[Licence of Richard II that the Prior of Christ Church, Canterbury, may grant to Balliol a perpetual rent of two marks from the manor of Newington.]

A. 13. 22 Nov. 18, 1393

Ricardus dei gracia rex Anglie & Francie & dominus Hibernie omnibus ad quos presentes littere peruenerint salutem. Sciatis quod cum dilecti nobis magister & scolares de Baylolhalle in Oxonia nuper de licencia nostra concesserint custodi & scolaribus collegii Cantuar' in Oxonia unum mesuagium cum pertinenciis in Oxonia ad intencionem uidelice habendi duas marcas annui redditus ex concessione dilectorum nobis in Cristo Prioris & Conuentus ecclesie Cristi Cantuar', percipiendas de quodam manerio predictorum Prioris & Conuentus in comitatu Oxonie, nos de gracia nostra speciali & pro uiginti solidis quos idem Prior nobis soluit in hanaperio nostro, concessimus & licenciam dedimus pro nobis & heredibus nostris quantum in nobis est eisdem Priori & conuentui quod ipsi quendam annuum redditum duarum marcarum percipiendum ad festa Pasche & sancti Michaelis per equales porciones de manerio suo de Newyntone in comitatu predicto, quod quidem manerium de nobis tenetur in liberam elemosinam, ut dicitur, dare possint & concedere eisdem magistro & scolaribus, habendum & percipiendum sibi & successoribus suis imperpetuum; ita quod si dictus redditus aretro fuerit post aliquem terminorum predictorum, tunc bene liceat prefatis magistro & scolaribus & successoribus suis in dicto manerio pro arreragiis huiusmodi distringere & districciones ea occasione captas penes se retinere quousque eis inde fuerit satisfactum; et eisdem magistro & scolaribus quod ipsi dictum annuum redditum duarum marcarum a prefatis Priore & conuentu in forma predicta recipere possint & tenere sibi & successoribus suis predictis imperpetuum sicut predictum est tenore presencium similiter licenciam dedimus specialem, statuto de terris & tenementis ad manum mortuam non ponendis edito, aut eo quod dictum manerium de nobis tenetur in liberam elemosinam ut premittitur non obstantibus, nolentes quod predicti Prior & conuentus uel successores sui aut prefati magister & scolares seu successores sui racione statuti predicti uel alicuius premissorum per nos uel heredes nostros, iusticiarios, escaetores, uicecomites aut alios balliuos vel ministros nostros uel heredum nostrorum quoscumque inde occasionentur, molestentur in aliquo seu grauentur. In cuius rei testi-

monium has litteras nostras fieri fecimus patentes. Teste me ipso apud Westmonasterium decimo octauo die Nouembris anno regni nostri decimo septimo. Per breue de priuato sigillo. Scarle.

246.

[An obligation by Canterbury College to pay two marks a year to Balliol.]

Hec indentura tripartita facta inter Thomam priorem ecclesie Cristi Cantuarie & eiusdem loci conuentum ex parte una & magistrum Thomam Tyrwhit magistrum & scolares aule de Baliolo in Oxonia ex parte altera & dompnum Willelmum Chert custodem & scolares aule Cantuarie in Oxonia ex parte tercia testatur quod cum predicti Willelmus Chert & scolares predicte aule Cantuarie & successores sui obligentur & per quoddam scriptum suum obligatorium teneantur prefatis magistro Thome Tyrwhit magistro & scolaribus prefate aule de Baliolo in Oxonia & successoribus suis in centum marcis sterlingorum bone & legalis monete, soluendis in festo Pasche proximo futuro post datam presencium; et cum dicti prior & conuentus iuxta licenciam regiam nuper concesserint pro se & successoribus suis prefatis magistro Thome Tyrwhit magistro, scolaribus & successoribus suis magistris & scolaribus predicte aule de Baliolo quemdam annualem redditum uiginti & sex solidorum & octo denariorum percipiendum annuatim de manerio predicti prioris & conuentus de Newyntone cum pertinenciis in comitatu Oxonie ad festum Pasche & Michaelis equis porcionibus pro perpetuo soluendum; tamen predicti magister & scolares prefate aule de Baliolo uolunt & concedunt pro se & successoribus suis magistris & scolaribus ibidem quod quamdiu dictus custos aule Cantuarie aut successores sui uel aliquis nomine suo infra quadraginta dies aliquorum terminorum predictorum immediate sequencium aliquo anno arreragia dicti annui redditus uiginti & sex solidorum & octo denariorum superius de dicto manerio de Newyntone ut predicitur percipiendi persoluerit seu persoluerint in dicta aula de Balliolo quod tamdiu prosecucio & accio super dicta obligacione habenda seu manutenenda ponatur in suspensum; et si dictus custos aule Cantuarie aut successores sui defecerit uel defecerint in solucione annui redditus predicti ad aliquem terminum predictorum terminorum in parte vel in toto prout supradictum est, et dictus custos aut successores sui per

A. 13. 23 Jan. 12, 139 3/4

[1] With the great seal. *Endorsed.* Pro pencione aule Chemere.

predictum magistrum Thomam Tyrwhit aut per successores suos premunitus seu premuniti fuerit seu fuerint in aula sua in Oxonia & infra quadraginta dies post premunicionem predictam non soluerit arreragia redditus predicti sic aretro existencia in predicta aula de Baliolo, quod extunc dicta obligacio stet in suo robore exequenda. In cuius rei testimonium partibus huius indenture tripartite sigilla communia parcium predictarum alternatim sunt appensa. Dat' duodecimo die Ianuarii anno domini MCCC nonagesimo tercio et regni regis Ricardi secundi post conquestum Anglie decimo septimo.[1]

247.

[Henry VIII confirms the grant of the Prior of Christ Church and orders that Balliol shall receive two marks a year from the Augmentation Office.]

A. 13. 24
Nov. 20, 1542

Henricus octauus dei gracia Anglie, Francie & Hibernie rex, fidei defensor & in terra ecclesie Anglicane & Hibernice supremum caput omnibus ad quos presentes littere peruenerint salutem. Inspeximus inter recorda & irrotulamenta curie augmentacionum reuencionum corone nostre quoddam decretum per Cancellarium & consilium eiusdem curie factum in hec uerba; memorandum quod termino sancte Trinitatis uidelicet uicesimo septimo die Iunii anno regni domini regis nunc Henrici octaui tricesimo quarto Georgius Cotes magister de Baylolhall in Oxonia uenit in curia dicti domini regis augmentacionum revencionum corone sue et protulit ibidem quoddam scriptum indentatum sub sigillo communi nuper prioratus ecclesie Cristi Cantuar' modo dissoluti factum & sigillatum, et petit illud allocari, cuius quidem scripti tenor sequitur in hec uerba; Omnibus Cristi fidelibus ad quos presens scriptum indentatum peruenerit Prior ecclesie Cristi Cantuar' & eiusdem loci conuentus salutem in domino sempiternam. Cum dominus rex de gracia sua speciali per litteras suas patentes nobis licenciam dederit & concesserit quod concedere possimus magistro & scolaribus de Baylolhalle in Oxonia & successoribus suis magistris & scolaribus de Baylolhalle unum annualem redditum viginti sex solidorum & octo denariorum percipiendum de manerio nostro de Newyntone in comitatu Oxonie imperpetuum, noueritis nos dictos Priorem & conuentum pro nobis & successoribus nostris imperpetuum unanimi concensu & uoluntate nostris iuxta licenciam dictarum litterarum domini regis patencium per presentes concessisse

[1] With the seal of Canterbury College.

prefato magistro & scolaribus de Baylolhalle unum annualem redditum xxvi solidorum & octo denariorum ad festa Pasche & sancti Michaelis equis porcionibus percipiendum de manerio nostro de Newyntone in comitatu Oxonie, habendum, tenendum & percipiendum dictis magistro & scolaribus & successoribus suis magistris & scolaribus de Baylolhalle predicta imperpetuum. [They may distrain for this rent.] In cuius [&c. sealing], dat' in domo nostra capitulari vicesimo quinto die Nouembris anno regni regis Ricardi secundi decimo septimo. Et quia per debitam examinationem in hac parte factam & habitam uidetur curie predicte scriptum predictum factum & sigillatum fuisse bona fide & absque covina, fraude seu dolo, ideo scriptum illud per Cancellarium & consilium curie predicte allocatur; et ordinatum & decretum est per eosdem Cancellarium & consilium quod predictus Georgius Cotes modo magister & scolares de Baylolhalle predicta habebunt & gaudebunt imperpetuum eis & successoribus suis magistro & scolaribus de Baylolhalle predicta pro tempore existentibus dictum annualem redditum xxvi solidorum & octo denariorum sterlingorum per annum per manus receptoris particularium curie augmentacionum revencionum corone domini regis in dicto comitatu Oxonie pro tempore existentis de eisdem revencionibus ad festa in scripto predicto limitata per equales porciones solvendum; quodque dictus Georgius modo magister & scolares de Baylolhalle predicta habebunt omnia arreragia dictorum xxvi solidorum & octo denariorum per annum a tempore dissolucionis dicti nuper prioratus hucusque eis debita, solvenda etiam per manus receptoris predicti; proviso semper quod si imposterum debito modo probatum fuerit coram Cancellario & consilio curie predicte pro tempore existentibus quod predictus Georgius Cotes modo magister & scolares de Baylolhalle predicta & successores sui dictum annualem redditum xxvi solidorum & octo denariorum sterlingorum imperpetuum racione & pretextu scripti predicti in forma predicta habere & gaudere non debeant quod tunc & deinceps hoc presens decretum vacuum sit ac nullius vigoris in lege, aliquo clauso siue articulo in presenti decreto contentis in contrarium inde non obstantibus. Nos autem tenorem decreti predicti duximus exemplificandum per presentes. In cuius rei testimonium has litteras nostras fieri fecimus patentes. Teste Ricardo Ryche milite apud Westmonasterium vicesimo die Novembris anno regni nostri tricesimo quarto. Duke.

Irrotulatur coram me Willelmo Cavendyss' auditore domini regis ibidem.

V. HERT HALL. 248–60.

In the parish of St. John a tenement was owned by Balliol on the south side of Merton Street between Alban Hall on the west and Lomb Hall on the east; it was called Hert Hall or Hertheved Hall and bore this name as early as 1270, when a quit-rent of 4*s.* was acquired here by the Hospital of St. John. In the Hundred Rolls of 1279 it is stated to be worth 13*s.* 4*d.* a year beyond the outgoings; but in 1315, when an inquisition [1] was held to ascertain its value, it was declared to be worth only 10*s.*; in 1342 its value was 20*s.* (see no. 215). From 1497 it was leased to Merton as a garden, and was sold to Merton in 1804. It was 204 ft. from north to south (see no. 260) and did not reach as far as the Town Wall; in Loggan's Map of Oxford it can be recognized, and more clearly in the ground plan of St. Alban's Hall in Williams' *Oxonia Depicta.*

248.

[The will of John Binne.]

B. 7. 1 Dec. 3, 1303

In nomine Patris & Filii & Spiritus Sancti, Amen. Ego Iohannes Binne de Oxonia condo testamentum meum in hunc modum die Martis proxima post festum sancti Andree apostoli anno domini MCCC tercio. In primis lego animam meam deo & beate Marie uirgini & omnibus sanctis dei & corpus meum ad sepeliendum in cimiterio beati Iohannis de Mertone in Oxonia. Item lego summo altari eiusdem loci ii s.; item duobus capellanis eiusdem loci xii d. pro equali porcione; item clerico eiusdem loci iiii d.; item lego in subsidium terre sancte v s.; item pro uno tricenali celebrando die sepulture mee ii s. vi d.; item cere & cilicio iiii s. vi d.; item pauperibus in pane die sepulture mee iiii s.; item in exspensis circa corpus meum v s.; item fratribus sancti Augustini v s.; item domine Emme Bodin monache xii d.; item Willelmo de Lambourne clerico vi d.; item lego Matildi uxori mee quicquid residuum fuerit de bonis meis parti mee contingentibus prius in testamento meo non legatis; ita quod debita mea agnoscat & persoluat. Preterea lego eidem Matildi uxori mee quamdiu uixerit totum tenementum meum cum pertinenciis quod situm est in parochia sancti Iohannis de Mertone, ita quod post desessum (*sic*) predicte Matildis do, lego ad uendendum & distribuendum pro anima mea & pro anima predicte Matildis & pro animabus patris mei & matris mee & pro animabus puerorum meorum & pro

[1] Inq. ad quod damnum, Portfolio 116, no. 6.

animabus omnium fidelium defunctorum secundum ordinacionem executorum meorum, videlicet ut in missis & in pannis ad opus pauperum & sotularibus ut melius uiderint anime nostre expedire. Huius testamenti mei executores facio, ordino & constituo dilectos michi in Cristo Gilbertum de Grimstede, Robertum de Drihulle & Matildem uxorem meam exsecutricem principalem. In cuius rei testimonium huic testamento sigillum meum apposui. Dat' Oxonie die & anno supradictis.

Probatum fuit istud testamentum coram Decano Oxonie xi Kal. Iunii anno domini mccc quarto, et concessa fuit administracio bonorum defuncti executoribus in testamento nominatis, recepto prius ab eisdem sacramento de fideli administracione facienda, inuentario conficiendo & raciociniis reddendis cum super hoc fuerint requisiti.

Istud testamentum probatum fuit die Ueneris in crastino sancti Barnabe apostoli anno regni regis E. xxxii coram Roberto de Wormenhale tunc maiore Oxonie in plena curia Oxonie per testimonium Henrici le Taillour & Radulfi le Pestour testium ad hoc iuratorum & examinatorum; qui in omnibus articulis quesitis bene concordant; propter quod maior pronunciauit pro testamento isto bene & legitime probato. Et concessa est & adiudicata seisina de tenemento infranominato in forma infrascripta. In cuius probacionis testimonium predictus maior sigillum officii sui huic testamento apposuit.

At the foot 'Henr' le Taylour, Rad' le baker, Nicholaus ? Orrecere, Ioh' of Leck', Ric' of Grenstede; Ric' de Burnham scripsit ista nomina'.[1]

249.

[The tenement of John de Binne is sold to Walter de Fodringeye for 30 marks.]

Sciant presentes & futuri quod nos Matildis dicta de Binne Oxonie & Gilbertus de Grenestede & Robertus de Drihille executores testamenti dicti Iohannis de Binne pro nobis & heredibus ac assignatis nostris dedimus, concessimus et hac presenti carta nostra confirmauimus magistro Waltero de Fodringeye canonico Lincolniensi et heredibus suis ac assignatis quibuscumque totum illud tenementum cum domibus & omnibus aliis pertinenciis quod fuit dicti Iohannis de Binne in

B. 7. 2
Aug. 25
1310

[1] With three green seals; on the right circular, ox facing the right, SIGVLLVM MAIORATVS OXON; in the middle the seal of the deanery, broken; on the left circular, $\frac{3}{4}$ in., a pelican in piety, S' IOHANNIS BINNE.

parochia sancti Iohannis de Mertone iacens inter aulam que dicitur sancti Albani ex parte una & aulam que dicitur le Lombhalle ex parte altera; habendum & tenendum dictum tenementum integre cum domibus, curtilagio et omnibus aliis pertinenciis dicto magistro Waltero et heredibus suis ac assignatis quibuscumque de capitalibus dominis feodi illius in perpetuum, faciendo eis inde seruicia debita et consueta; ita quod nec ego dicta Matildis racione alicuius iuris uel possessionis michi nomine meo in dicto tenemento ex testamento vel dono quocumque eiusdem Iohannis competentis, nec nos eadem Matildis et Gilbertus ac Robertus executores prenominati nomine executorio aliquid iuris, possessionis vel clamei cuiuscumque exnunc in dicto tenemento in perpetuum uendicare possimus. Et ego prefata Matildis tam nomine meo proprio quam ego ipsa et dicti Gilbertus et Robertus executores predicti nomine executorio quantum ad nos pertinet dictum tenementum cum omnibus suis pertinenciis prelibatis prefato magistro Waltero et heredibus suis ac assignatis quibuscumque warantizabimus, acquietabimus, et defendemus in perpetuum. Pro hac autem donacione, concessione et presentis carte nostre confirmatione ac warantizatione dedit nobis prefatus magister Walterus triginta marcas sterlingorum pre manibus. Ut ergo omnia predicta firma et stabilia sine dolo permaneant inperpetuum presentem cartam sigillorum nostrorum impressione roborauimus die Martis proxima post festum sancti Bartholomei apostoli anno domini MCCC decimo; et ad maiorem huius rei securitatem sigillum decani Oxonie procurauimus presenti carte apponi. In cuius eciam presencia ego prefata Matildis corporale prestiti sacramentum quod nunquam in dicto tenemento aliquid iuris vel possessionis per me petam vel nomine meo quacumque racione vel occasione per alium peti permittam. Hiis testibus, Iohanne de Dokelintone tunc maiore Oxonie et Ricardo de Berkele et Willelmo le Katour tunc balliuis eiusdem, Ricardo le Spicer, Roberto de Wrmenhale, Iohanne de Colsilhille, Thoma le Mareschall, Henrico de Lenne, Willelmo de Burcestre, Willelmo Pennard & multis aliis.[1]

250.

[Matilda de Binne quitclaims the tenement.]

B. 7. 3 Aug. 27, 1310

Nouerint universi hoc scriptum visuri uel audituri quod ego Matildis dicta de Binne relicta quondam Iohannis de Binne Oxonie pro me

[1] Once with four seals; there remains on the left a white seal pointed oval, $1\frac{1}{4}$ in. by 1 in., a fleur-de-lis, S' MATILDIS DE BINNE.

& heredibus meis ac assignatis quibuscumque dedi, concessi et omnino quietum clamaui in perpetuum magistro Waltero de Fodringeye, canonico Lincolniensi et heredibus suis ac assignatis quibuscumque totum ius et clameum quod habui uel habere potui usque ad terminum vite mee in toto illo tenemento cum omnibus suis pertinenciis quod habui ex dono uel testamento dicti Iohannis; quod quidem tenementum iacet in parochia sancti Iohannis de Mertone Oxonie inter tenementum quod uocatur le Lombhalle ex parte una et tenementum quod uocatur sancti Albani ex parte altera; ita quod nec ego per me nec alius quicumque nomine meo possim nec possit in prefato tenemento cum suis pertinenciis quacumque racione vel occasione aliquid iuris vel possessionis seu clamei cuiuscumque ex nunc in perpetuum vendicare. In cuius rei testimonium sigillum meum presenti scripto apposui die Iouis proxima post festum sancti Bartholomei apostoli, anno domini millesimo trecentesimo decimo, et ad maiorem huius rei securitatem sigillum decani Oxonie presenti scripto procuravi apponi. In cuius quidem decani presencia ad omnia premissa fideliter obseruanda tactis sacrosanctis ewangeliis corporale prestiti iuramentum. Et ego Robertus de Blebyry[1] tunc decanus Oxonie presenti scripto sigillum decanatus apposui in testimonium premissorum. Dat' & act' Oxonie die et anno supradictis.[2]

251.

[Robert de Ford quitclaims.]

Sciant presentes & futuri quod ego Robertus de Forde concessi, relaxaui, & quietum clamaui litterarum presencium per tenorem discreto uiro magistro Waltero de Fodryngeye clerico & suis heredibus necnon & assignatis quibuscumque totum ius & clamium ac exaccionem qualemcumque quod uel quam habui uel habeo seu habere potero racione & occasione Matildis dicte Bynne in Oxonia cui aliquando extiti matrimonialiter copulatus in tenemento cum omnibus suis pertinenciis quod idem magister Walterus habet in uico sancti Iohannis de Mertone in Oxonia ex vendicione dicte Matildis pro se, racione iuris quod eadem Matildis habuit in eodem tenemento ad terminum uite sue, et ex vendicione eiusdem Matildis & Gilberti de Grenstede ac Roberti de Dryhulle executorum testamenti quondam Iohannis Bynne prioris mariti eiusdem Matildis, ita uidelicet quod nec ego nomine meo nec nomine Matildis

B. 7. 4
Aug. 12, 1314

[1] Rector of St. Edward's Church, 1308–17 (Wood, *City of Oxford*, iii. 84).

[2] *Endorsed* 'Quieta clamancia de Herthalle'. Both seals are wanting.

predicte, nec aliquis alius nomine meo aliquid iuris uel facti in predicto tenemento unquam de cetero petere, clamare uel exigere possim uel possit qualitercumque imperpetuum. In cuius rei testimonium sigillum meum presentibus apposui. Dat' apud Fretewelle XII die mensis Augusti anno domini millesimo ccc quartodecimo.[1]

252.

[Licence in mortmain by Edward II.]

B. 7. 6
Dec. 28, 1315

Edwardus dei gracia rex Anglie, dominus Hibernie & dux Aquitannie omnibus ad quos presentes littere peruenerint salutem. Licet de communi consilio regni nostri statutum sit quod non liceat viris religiosis seu aliis ingredi feodum alicuius ita quod ad manum mortuam deveniat sine licencia nostra & capitalis domini de quo res illa immediate tenetur ; volentes tamen dilectis nobis magistro & scolaribus domus de Balliolo Oxonie graciam facere specialem concessimus & licenciam dedimus pro nobis & heredibus nostris quantum in nobis est magistro Ricardo de Hunsyngoure quod ipse unum mesuagium cum pertinenciis in Oxonia et magistro Galfrido de Horkestowe et magistro Ricardo de Stayntone quod ipsi unum mesuagium cum pertinenciis in eadem villa dare possint & concedere prefatis magistro & scolaribus habenda & tenenda sibi & successoribus suis magistris & scolaribus domus predicte imperpetuum et eisdem magistro & scolaribus quod ipsi mesuagia predicta cum pertinenciis a prefatis Ricardo, Galfrido & Ricardo recipere possint & tenere sibi & successoribus suis predictis sicut predictum est tenore presencium similiter licenciam dedimus specialem; nolentes quod predicti Ricardus, Galfridus & Ricardus seu heredes sui aut predicti magister & scolares vel successores sui predicti racione statuti predicti per nos uel heredes nostros inde occasionentur, molestentur in aliquo seu grauentur, saluis tamen capitalibus dominis feodi illius seruiciis inde debitis & consuetis. In cuius rei testimonium has litteras nostras fieri fecimus patentes. Teste me ipso apud Clipstone Regis vicesimo octauo die Decembris anno regni nostri nono.[2]

[1] Green seal, circular, $\frac{5}{8}$ in., SIG' ROBERTI DE FORDE ? CROSBVLCECARII.

[2] With the royal seal. Endorsed 'Carta de aula santi Hugonis & de aula que uocatur Herthalle. Decima'.

253.

[Richard de Hunsingore gives the messuage to Balliol.]

Sciant presentes & futuri quod ego Ricardus de Hunsingore dedi, concessi & hac presenti carta mea confirmaui magistro & scolaribus domus de Balliolo in Oxonia & eorum successoribus in eadem domo in perpetuum totum illud tenementum cum domibus & omnibus aliis pertinenciis quod fuit quondam Iohannis de Binne in parochia sancti Iohannis de Mertone iacens inter aulam que dicitur sancti Albani ex parte una & aulam que dicitur le Lombhalle ex parte altera in subvencionem sustentacionis predictorum magistri & scolarium, quod quidem tenementum habui ex legato magistri Walteri de Fodringhay quondam canonici Lincolniensis; tenendum & habendum integre cum domibus, curtilagio & omnibus aliis pertinenciis prefatis magistro & scolaribus predicte domus & eorum successoribus in eadem domo in perpetuum, iuxta formam, vim & effectum carte domini regis michi & eis licenciam in hac parte specialem tribuentis, statuto de terris & tenementis ad manum mortuam non ponendis edito non obstante, reddendo inde annuatim capitalibus dominis feodi illius seruicia inde debita & consueta. Et ego predictus Ricardus & heredes mei predictum tenementum cum omnibus suis pertinenciis prefatis magistro & scolaribus & eorum successoribus quietum clamauimus in perpetuum. In cuius rei testimonium presenti carte sigillum meum est appositum; hiis testibus, magistro Henrico de Harcla tunc Cancellario Oxonie, Iohanne de Duclingtone tunc maiore eiusdem, Roberto de Watlington et Iohanne Kilward tunc balliuis in eadem, Andrea de Pyry, Ricardo le Spicer, Ricardo Kary, Iohanne de Bischoptone, Thoma de Pyry tunc clerico eiusdem uille & multis aliis. Scriptum & consignatum VI Idus Aprilis anno regni regis Edwardi filii regis Edwardi nono.

B. 7. 5
Apr. 8, 1316

254.

[Balliol grants a lease to Merton.]

Hec indentura facta primo die Octobris anno regni regis Henrici septimi tercio decimo inter nos Ricardum Barnyngham, magistrum collegii Ballioli in Oxonia & eiusdem collegii socios ex una parte et Ricardum Roffensem episcopum custodem domus scolarium de Mertone in eadem Oxonia et eiusdem domus socios ex altera parte testatur quod predictus magister Ricardus Barnyngham et socii

B. 7. 7
Oct. 1, 1497

unanimi consensu et assensu pro se & successoribus suis concesserunt, tradiderunt et ad firmam dimiserunt dictis custodi & sociis, successoribus seu assignatis suis unum gardinum situatum inter aulam Albanam et pomerium dicte domus scolarium de Mertone, cuius pars australis prominet ad murum dicte domus scolarium et pars borialis usque ad uiam regiam iuxta aulam Albanam, continentem in longitudine ducentos et sex pedes et dimidium et in latitudine triginta octo pedes & dimidium, habendum & tenendum dictis custodi et sociis successoribus seu assignatis suis usque ad finem nonaginta & nouem annorum extunc proximo sequencium et plenarie complendorum, reddendo inde annuatim durante termino predicto dictis magistro et sociis & successoribus seu eorum certo attornato ad festum sancti Michaelis ii s. bone et legalis monete Anglia. [The owners may distrain for the rent.] Et prefati custos & socii seu successores sui duos muros dicti gardini, uidelicet unum ex parte boriali et alium ex parte orientali eiusdem gardini, quorum reparatio prius pertinebat ad magistrum & socios collegii Ballioli durante termino predicto sumptibus suis propriis sufficienter reparabunt ac in fine dicti termini sufficienter reparatos dimittent. Licebitque dictis custodi et sociis seu assignatis suis durante termino predicto in dicto gardino fodere, plantare arbores & herbas, cloacam illic situare ac ibidem ad eius mundacionem puteum fodere ac omnia alia scolaribus necessaria ibidem facere prout hactenus consuetum est. In cuius rei testimonium partes predicte sua sigilla his indenturis alternatim apposuerunt. Dat' Oxonie in domo nostra capitulari die & anno supradictis.

Endorsed. Memorandum quod quia tempore dimissionis huius orti eius muri erant in duobus locis diruti, inter partes predictas conuentum est quod dicti custos & socii sumptibus suis propriis reparabunt muros dicti orti durante termino predicto secundum quod eis melius uidebitur ad eorum securitatem & utilitatem; et sic illa clausula posita in indentura, scilicet quod dicti custos & socii muros dicti orti sufficienter reparatos in fine termini sui dimittent sola vigore carebit & omnia alia in suo robore permaneant.

255.

B. 7. 8 Aug. 4, 8 Jac. I; Robert Abbott, master, and the scholars of Balliol lease to Sir Henry Saville, warden, and the scholars of Merton a garden between Alban Hall and the orchard of Merton, butting on

the south on the wall of Merton, and on the high way on the north, measuring 206 feet by $38\frac{1}{2}$; for 40 years; rent 2*s.*; 'and moreover it is agreed that it shall be lawful for the said warden and schollers in the same garden grounde to digg & to plant trees & hearbes, there to place an howse of office, draught or easement and there withall to the cleansinge therof to digg & make a pitt or vaut . . . as hitherto hath been accustomed.'

The counterpart of no. 255. **B. 7. 9**

256.

Oct. 21, 1652; a lease for 40 years; the same rent. **B. 7. 10**

The counterpart of B. 7. 10. **B. 7. 11**

257.

July 31, 1684; a lease for 40 years; the same rent. **B. 7. 12**

258.

Oct. 18, 1698; a lease for 40 years; the same rent. **B. 7. 13**

259.

Nov. 28, 1729; a lease for 40 years; the same rent. **B. 7. 14**

260.

April 5, 32 Geo. III, 1792; a lease for 40 years with a plan of the holding; it measured 204 feet north to south, 32 feet 2 inches at the north end, and 46 feet 4 inches at the south end; as before, the tenant is to keep the north and east walls in repair; rent 2*s.* **B. 7. 15**

Endorsed. This property was sold to Merton College for the Redemption of Land Tax, Nov. 16, 1804.

VI. ST. PETER LE BAILEY. 261–83.

In the parish of St. Peter le Bailey the College owns 33–35 Queen Street. On the ground of deed no. 264 it has been asserted that Balliol obtained the tenement by the gift of John de Burton; but it will be noticed that by that deed he only alienated it for a few days, and that it was given back to himself and his wife immediately. There can be no doubt that Balliol received it nearly a century later. In 1459 Richard Osborne granted to George Neville, Bishop of Exeter, a tenement in the parish of St. Peter le Bailey, bounded on the west by a tenement of Andrew Wemme and on the east by a tenement of Philip Gartone (no. 533). As the family of Wemme held no. 32 Queen Street, we may assume that the Balliol property in this parish was obtained from George Neville. The property is large, and in 1279 at the time of the Hundred Rolls consisted of two holdings; on the east was a cellar and solar of John Culverd which paid quitrents of 8*s.*, 2*s.*, and 1*s.* 4*d.* to the parish church, the University, and St. Frideswide's respectively; on the west was a double tenement held by Symon Halegod and John Culverd, which paid quitrents of 2*s.* 4*d.* and 2*s.* to St. Frideswide's and the Templars. The deeds which follow indicate that John de Loughborough, alias le Northern, acquired these tenements, the one in 1350, the other between 1361 and 1363. The quitrent to the University was paid as late as 1361,[1] but had disappeared before 1464 when the Proctors' accounts begin. According to the Hundred Rolls the tenements paid quitrents to St. Frideswide's, amounting to 3*s.* 8*d.*; but a study of the Cartulary of the Priory suggests that the figure 2*s.* 4*d.* in the Hundred Rolls is an error for 2*s.*, so that the total should be 3*s.* 4*d.*; and we find that in 1539 and 1547 Balliol owed, but did not pay, a quitrent of 3*s.* 4*d.* to Christ Church, then known as the King's College, for land in the parish of St. Peter le Bailey.[2] Doubtless the College retained the rent until recompense was given for Burnel's Inn, which had been taken away.

It will be noticed that from 1550 (if not earlier) to 1657 the tenement was merely a garden; in 1657 it was six messuages; in 1676 it was eight; in 1816 it was fourteen 'messuages, edifices, slaughterhouses'. A plan which has been preserved shows how this was possible. Two of the tenements were on the street, the rest were in the yard behind, being cottages apparently of two rooms apiece. The fact that the premises were 153 feet long in 1676 and only 147 feet in 1816 suggests that the houses were rebuilt and the road widened after the Act passed in 1771 for improving the streets of Oxford.

[1] *Liber Albus* or *Book of Wills*, p. 59.

[2] Misc. Books 164, fol. 15, and Ministers' Accounts, 38 Hen. VIII, roll 54, memb. 10, both at the Record Office.

261.

[Dionisia Culverd grants a messuage to John de Loughborough.]

Sciant presentes & futuri quod ego Dionisia uxor quondam Iohannis Culuerd de Oxonia dedi, concessi & hac presenti carta mea confirmaui Iohanni de Lughteburghe de Oxonia unum mesuagium cum pert. in Oxonia in parochia sancti Petri in Ballio quod quondam fuit predicti Iohannis Culuerd quondam uiri mei, exceptis quibusdam edificiis[1] & quadam placea adiacente, quorum edificiorum hostia aperiuntur uersus uenellam, que iam inhabito; habendum & tenendum [&c.] predicto I. de L. & heredibus suis ac assignatis suis de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta imperpetuum. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne de Bereforde tunc maiore uille Oxonie, Iohanne de Stodle & Nicholao Gerlaund tunc balliuis eiusdem uille, Iohanne de Falle, Iohanne de Bedeforde, Iohanne de Hertwelle, Iohanne de Wyndesore, Petro le Panyter, Iohanne de Langrisshe clerico & aliis. Dat' apud Oxoniam decimo octauo die Septembris anno regni regis Edwardi tercii post conquestum Anglie uicesimo quarto, regni uero sui Francie undecimo.[2]

A. 10. 6
Sept. 18, 1350

262.

[Alice, widow of John de Loughborough, directs that a tenement of her husband should be sold.]

Sciant presentes & futuri quod ego Alicia que fui uxor quondam Iohannis Lugthtoborughe (*sic*) alias dicti le Northerne de Oxonia executrix dicti Iohannis dedi, concessi & hac presenti carta mea confirmaui magistris Henrico Hoptone & Henrico Pyel unum mesuagium cum pert. quod mesuagium habui ex dono dicti Iohannis Lugthtoborughe quondam mariti mei, ad uendendum prout in testamento prefati Iohannis[3] plenius continetur, et quod mesuagium

A. 10. 7
Nov. 19, 1363

[1] These edifices, opening on a lane, which we may identify with the lane mentioned in no. 264, seem to be the tenement which in 1361 Dionysia Culvert granted to the parish of St. Peter-le-Bailey by will (*Liber Albus*, will no. 166). The deed which follows suggests that between 1361 and 1363 John de Loughborough acquired the tenement from the parish.

[2] Seal, pointed oval, $1\frac{3}{4}$ in × 1 in., a cross made of four ears of corn S' IOH'IS KVLVERD.

[3] His will, which was proved May 12, 1363, is summarized in *Liber Albus*, p. 60. This deed concerns the whole tenement 33, 34, 35 Queen Street; for John de Windsor is no doubt the successor of Richard de Windsor (*Cart. St. Frid.* i. 280), who held a tenement called Elmley, which from an unprinted rental of St. Frideswide's we can identify with no. 32 Queen Street; there is some reason for holding that Joseph de Woodstock occupied No. 36 Queen Street.

situatum est in parochia sancti Petri in Ballio Oxonie, uidelicet inter tenementum Iohannis de Wyndesore ex parte occidentali & tenementum quondam Ioseph de Wodestoke ex parte orientali; habendum [&c.] predictis magistris H. & H., heredibus & assignatis eorum imperpetuum, reddendo inde capitalibus dominis [&c.]; et ego [&c. warranty]. In cuius [&c. sealing]; hiis testibus, Ricardo de Wodehay tunc maiore uille Oxonie, Iohanne de Couyntre & Ricardo de Salesbury tunc balliuis eiusdem, Iohanne de Stodle, Iohanne de Bedeforde, Iohanne de Hertwelle, Willelmo Lugthtoborughe, Iohanne de Wyndesore & aliis. Dat' Oxonie decimo nono die mensis Nouembris anno regni regis Anglie Edwardi tercii post conquestum tricesimo septimo.

263.

[The tenement is sold to John de Burton.]

A. 10. 8
Apr. 8, 1367

Sciant presentes & futuri quod nos Henricus Hoptone & Henricns Pyel de Oxonia clerici dedimus, concessimus & hac presenti carta nostra confirmauimus Iohanni de Burtone bedello Uniuersitatis Oxonie & Alicie uxori sue unum mesuagium cum suis pert. situatum in parochia sancti Petri in Ballio Oxonie inter tenementum quod fuit Iohannis de Wyndesore ex parte occidentali & tenementum quondam Ioseph de Wodestoke ex parte orientali, et quod quidem mesuagium cum suis pert. nuper habuimus ex uendicione & liberacione predicte Alicie; habendum [&c.] prefato I. de B. & Alicie uxori sue & eorum heredibus ac eorum assignatis imperpetuum de capitalibus [&c.]; et nos [&c. warranty]. In cuius [&c. sealing]; hiis testibus, Ricardo Wodehay tunc maiore uille Oxonie, Iohanne de Dadyntone & Galfrido de Brehulle tunc balliuis eiusdem uille, Iohanne de Stodle, Iohanne de Hertewelle, Iohanne Benham, Willelmo Northerne, Willelmo Codeshale, Iohanne Brut et aliis. Dat' apud Oxoniam die Iouis proxima post festum sancti Ambrosii anno regni regis Edwardi tercii post conquestum quadragesimo primo.

264.

[John Burton grants it to trustees.]

A. 10. 9
July 15, 1375

Sciant presentes & futuri quod ego Iohannes Burtone bedellus Uniuersitatis Oxonie dedi, concessi & hac presenti carta mea confirmaui domino Hugoni Saundresdone persone ecclesie sancti Petri in

Ballio & Willelmo Bloxham persone ecclesie sancti Martini eiusdem uille unum mesuagium cum pert. in uilla & parochia predictis, quod quidem fuit Dionisie Culuerd, situatum inter quandam uenellam que ducit ad pistrinam Iohannis de Wyndeshore ex parte occidentali & tenementum quod quondam fuit Ioseph de Wodestoke ex parte orientali; habendum [&c.] predictis H. & W., heredibus & assignatis suis imperpetuum, tenendum de capitalibus [&c.]; et ego [&c. warranty]; in cuius [&c. sealing], hiis testibus, Willelmo de Godeshale tunc maiore uille Oxonie, Galfrido Brehulle & Ricardo Garstone tunc balliuis eiusdem uille, Willelmo le Northerne, Iohanne de Hertwelle, Iohanne Gybbes, Iohanne de Wyndeshore, Iohanne le Leper, Iohanne de Northamptone clerico & aliis. Dat' apud Oxoniam quintodecimo die Iulii anno regni regis Edwardi tercii post conquestum Anglie XLIX°.

265.

[William Bloxham grants it to John Burton and his wife.]

Sciant presentes & futuri quod ego dominus Willelmus Bloxham, persona ecclesie sancti Martini Oxonie, dedi, concessi & hac presenti carta mea confirmaui Iohanni Burtone, bedello Universitatis Oxonie et Alicie uxori eius, heredibus eorum ac eorum assignatis imperpetuum unum mesuagium cum pert. in Oxonia in parochia sancti Petri in Ballio quod dominus Hugo de Saundresdone & ego nuper habuimus ex dono & feoffamento predicti I. situatum inter venellam [&c. as in no. 264]. Et ego [&c. warranty].[1] In cuius [&c. sealing], hiis testibus, Willelmo de Godeshale tunc maiore ville Oxonie, Galfrido Brehulle & Ricardo Garstone tunc balliuis eiusdem ville, Willelmo le Northerne, Iohanne de Hertwelle, Iohanne Gibbes, Iohanne Wyndesore, Iohanne Leper, Iohanne Northamptone clerico et aliis. Dat' apud Oxoniam decimo octavo die Iulii anno regni regis E. tercii post conquestum Anglie quadragesimo nono.

A. 10. 11 July 18, 1375

266.

[Hugh de Saundresdone quitclaims it.]

Omnibus [&c.] Hugo de Saundresdone persona ecclesie sancti Petri in Ballio Oxonie salutem in domino. Noueritis me remisisse, relaxasse & omnino pro me & heredibus meis quietum clamasse

A. 10. 10 July 22, 1375

[1] It is unusual to have a clause of warranty when a trustee, as in this deed, returns a tenement to the man who had entrusted it to him. Perhaps the clause is due to the inattention of the clerk who wrote the deed.

Iohanni de Burtone bedello Uniuersitatis Oxonie & Alicie uxori eius & eorum heredibus ac assignatis imperpetuum totum ius meum & clameum que habeo seu quouismodo habere potero in uno mesuagio cum pert. in Oxonia in parochia sancti Petri in Ballio quod quondam fuit Dionisie Culuerd situatum inter quandam uenellam [&c. as in no. 264]. In cuius [&c. sealing], hiis testibus, Willelmo de Codeshale tunc maiore uille Oxonie, Galfrido de Brehulle & Ricardo de Garstone tunc balliuis eiusdem uille, Willelmo le Northernn (*sic*), Iohanne de Hertwelle, Iohanne Gybbes, Iohanne de Wyndesoure, Iohanne le Lepere, Iohanne de Northamptone clerico & aliis. Dat' apud Oxoniam uicesimo secundo die Iulii anno regni regis Edwardi tercii post conquestum Anglie quadragesimo nono.

267.

A. 12. 1 Jan. 10, 3 Ed. VI [1550]; a lease to Richard Yvery of the city of Oxford, tallowchandler and fishmonger, and Alis his wife, of two gardens in the parish of St. Peter le B. 'over against the tenement and brewhouse of Mr. Alderman Py, which gardens were late held the one by Edward Glynton, the other by Nicholas Chapman'; for 42 years; rent 13*s*. 4*d*.

268.

A. 12. 2 June 28, 31 Eliz. [1589]; a lease to William Noble, 'vintener,' of two gardens over and against the Butcherow, late in the tenure ot William Noble; for 40 years; rent 13*s*. 4*d*.

A. 12. 3 The counterpart of 268.

269.

A. 12. 4 June 3, 1657; a lease to John Slatter, goldsmith, of 6 messuages or tenements newly erected and not yet finished, between an inne in the occupation of Richard Berryman E. and a piece of ground in the occupation of Thomas Bowell or Martha his wife W., abutting N. upon a garden late in the occupation of the late George Banger, gent., & S. upon the street called the Old Butcherewe, 145 ft. N. to S., in breadth E. to W. next the street 53 feet, at the other end 48 ft.; 40 years; rent 13*s*. 4*d*.

270.

April 27, 1676; a lease to Thomas Baker of Oxford, gent., of eight messuages lately erected and built; on E. an inn called the Cross Keys in the occupation of Edmond Brookes, on W. a tenement in the occupation of Ralph Astyn gardener, N. a garden in the occupation of Cicely Banger, widow; N. to S. 153 ft., 53 ft. 2 in. next the street, 58 ft. at N. end; together with a plot of ground adjoining at the N.E. end of the premises, 34½ ft. N. to S., 22 ft. 9 in. E. to W.; which tenements are in the occupation of Thomas Tesdale, mercer, Edmond Brooks, innholder, Robert Gardiner, victular, Michael Parker, cooper, John Yvery, cordwainer, William Harris, buttonmaker, John Penn, cordwainer, Thomas Mason, glover, & William Hanckes, mason; 40 years; rent 13*s.* 4*d.* and two capons. A. 12. 5

271.

Nov. 28, 1691; a lease to Robert Mayott of 'Abington', Esq. & William Wright of the Inner Temple, Esq., executors of the will of the late Jane Finmore of Abington; 40 years; same rent; same neighbours. A. 12. 6

The counterpart of 271. A. 12. 7

272.

Mar. 10, 1706; a lease to Richard Finmore of Hampton Gay; Daniel Faulkner holds the Cross Keys, John Greenway gent. W., Mary Gilbert widow N.; the tenements are in the occupation of widow Ward, Jonathan Colton, Robert Irish, Augustin Geereing, widow Greenwood, widow Durling, Richard Hanson, William Weston, and late John Smith, cordwainer, now void; 40 years; rent 13*s.* 4*d.* and 2 capons. A. 12. 8

The counterpart of 272. A. 12. 9

273.

June 19, 1734; a lease to John Holman of the Univ. of Oxford, barber; Richard Dean E., John Greenway W., Sebastian Smith Esq. N.; 40 years; same rent. A. 12. 10

The counterpart of 273. A. 12. 11

274.

A. 12. 12 Mar. 25, 21 Geo. II, 1748; the lease of John Holman is renewed; eight messuages, buildings, slaughterhouses, &c.; same neighbours; 40 years; same rent.

275.

A. 12. 13 June 2, 1789; a lease to Thomas Eaton, grocer; John Best E., Oliver Parsons W., Sir Richard Tawney, Kt. N.; the occupants are Joseph Falkner, Edward Briscoe, Elizabeth Green, Richard Collier, Henry Grainger, William Pharaoh, John Midwinter, Charles Snow; 40 years; same rent.

A. 12. 14 The counterpart of 275.

276.

A. 12. 15 June 17, 1803; the lease to Thomas Eaton, grocer, is renewed; same neighbours and occupants; measurements as in 1676; 40 years; rent 13*s.* 4*d.* and two capons.

A. 12. 16 The counterpart of 276.

277.

A. 12. 17 Nov. 26, 1816; a lease to Elizabeth Eaton, widow, and Thomas Eaton and Richard Hayes Eaton, grocers, for a fine of £150, of fourteen messuages, edifices, slaughterhouses, &c.; Thomas Sawyer holds the Cross Keys E., Charles Foster W., James Browning N.; according to the plan on the lease the tenement is now 147 ft. N. to S.; occupants are Elizabeth Eaton and her sons, Marriott Holt, John Crozier, Mary Ann Curtis, John Cale, William Johnson, widow Allen, James Kent, Thomas Brown, Thomas Harris, Mrs. Deroussier, widow, William Hall, Thomas Bentley, Thomas Prickett, and Peter Burton; 40 years; rent 13*s.* 4*d.* and two capons; with a plan.

A. 12. 18 The counterpart of 277.

278.

A. 12. 20 Nov. 25, 1830; a lease to Elizabeth Eaton, widow, for a fine of £253 16*s.*, between Thomas Rawbone E., Richard Spiers W., Jonathan Browning N.; the occupants are William Eaton, William

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Nos. 33–35 Queen Street in 1887

Gibbons, Maria Crozier, John Barnes, John Roberson, widow Johnson, George Castle, James Kent, Edward Cutliffe, Thomas Harris, Jonas Hawks, Thomas Hanks, Mary Bentley, widow, Elizabeth Prickett, widow, and Robert Rowe ; 40 years; same rent.

279.

June 17, 1847 ; a lease to Frederick Thomas Wintle of Headington, apothecary (who held the residue of the lease of the late Elizabeth Eaton) ; fine £243 5*s.*; same neighbours and occupations ; the lease is for 40 years from Oct. 10, 1844 ; rent as before. **A. 12. 21**

About a Tenement lying to the West of the Church. 280, 281.

It seems probable that the two next deeds do not refer to 33–35 Queen St., but to a tenement lying between the Castle and the church of St. Peter, which never belonged to Balliol. Twyne (vol. 23, p. 577) quotes a deed of 1294, now lost, which mentioned Andrew de Pirie and William de Thenford as neighbours somewhat to the west of the church.

280.

[John de Croxford quitclaims to John de Oseney the moiety of a bakehouse.]

Omnibus Cristi fidelibus ad quos presens scriptum peruenerit Iohannes de Croxford senior salutem in domino. Noueritis me remisisse, relaxasse & omnino quietum clamasse Iohanni de Oseneye de Oxonia & suis heredibus ac assignatis imperpetuum totum ius & clamium quod habui uel aliquo modo habere potui in medietate unius pistrini situati in parochia sancti Petri in Ballio inter tenementum Iohannis de Lughteburghe ex parte una & tenementum quondam Thome de Pirie ex parte altera, quam quidem medietatem dicti pistrini habeo ex dono & feoffamento Ricardi le Hoppere & Isolde uxoris eius, & quam medietatem iidem Ricardus & Isolda habuerunt ex legacione Willelmi de Theneford patris predicte Isolde, et de qua medietate predicta ego predictus Iohannes seisinam plenariam optinui & continuaui ; ita quod nec ego predictus Iohannes nec heredes mei nec aliquis nomine nostro in predicta medietate dicti pistrini uel aliqua parte eiusdem aliquid iuris uel clamii dominii, redditus uel seruicii exigere uel uendicare poterimus de cetero quoquomodo, set ab omni- **A. 10. 3 Mar. 4, 1321**

modis exaccionibus & demandis & quibuscumque iuribus dictam medietatem dicti pistrini qualitercumque tangentibus exclusi simus per presentes imperpetuum. Pro hac autem remissione & quieta clamatione dedit michi predictus Iohannes de Oseney quandam summam pecunie pre manibus. In cuius [&c. sealing], hiis testibus, Iohanne de Hamptone tunc maiore Oxonie, Roberto de la Bache & Thoma de Alestone tunc balliuis Oxonie, Stephano de Adyntone, Willelmo de la More, Ricardo de Stauntone, & aliis. Dat' Oxonie quarto die Marcii anno regni regis Edwardi filii regis Edwardi quartodecimo.

281.

[John de Oseney quitclaims a messuage to John de Loughborough.]

A. 10. 4
Mar. 16, 1321

Uniuersis Cristi fidelibus ad quos presens scriptum peruenerit Iohannes filius & heres Iohannis de Oseneya dudum burgensis Oxonie salutem in domino. Noueritis me remisisse, relaxasse & omnino pro me & heredibus meis quietum clamasse Iohanni de Lusteburg' scissori de Oxonia & heredibus suis totum ius meum quod habeo[1] in uno mesuagio cum suis pert. in parochia sancti Petri in Ballio Oxonie situato inter tenementa Thome de Pyrie & eiusdem Iohannis de Lusteburge sicut mete & bunde plenius proportant; habendum & tenendum predictum mesuagium cum suis pertinenciis ubique predicto Iohanni de Lusteburge & heredibus suis ac suis assignatis libere & quiete, iure hereditario, de capitalibus dominis feodi per seruicia inde debita & de iure consueta sine aliquo retinemento mei uel heredum meorum. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne de Hamptone tunc maiore Oxonie, Thoma de Alstone & Roberto Bache tunc balliuis eiusdem uille, Iohanne de Colsulle, Iohanne de Falle, Gilberto Wynchecumbe, Thoma Somer, Roberto Grindere, Iohanne de Leye & multis aliis. Dat' Oxonie die Lune proxima post festum sancti Gregorii pape anno regni regis Edwardi filii regis Edwardi quartodecimo.

A Tenement on the West Side of New Inn Hall Street. 282, 283.

The following two deeds concern a tenement which did not pass into the possession of Balliol. By the names of the neighbours on the north and south we are able to locate it; for Isolda de Weston held among

[1] habeo habui, MS.

other tenements a toft on the north side of New Inn Hall, and Oseney had some cottages further to the north.

282.

[John Capel grants a tenement to John de Loughborough.]

Sciant presentes & futuri quod ego Iohannes dictus Capel filius Alani le Barbur de Oxonia dedi, concessi & hac presenti carta mea confirmaui Iohanni de Loughteburghe de Oxonia pro quadam summa pecunie quam michi dedit pre manibus totum illud tenementum meum cum pertinenciis quod habui ex dono & concessione Roberti filii Thome Billing de Oxonia quod quidem tenementum situm est in parochia sancti Petri occidentalis Oxonie inter terram abbatis de Oseneya ex parte boreali & terram Isolde que fuit uxor Iohannis de Westone ex parte australi; habendum & tenendum totum predictum tenementum cum suis pertinenciis prefato Iohanni de Loughteburgh & suis heredibus uel assignatis libere, quiete, bene & in pace in perpetuum de capitalibus dominis feodi illius per seruicia inde debita & consueta pro omni seruicio, seculari exaccione & demanda. Et ego predictus Iohannes dictus Capel & heredes mei [&c. warranty]. Et ut [&c. sealing]. Dat' apud Oxoniam die Martis in crastino sancte Agathe uirginis anno regni regis Edwardi filii regis Edwardi primo. Hiis testibus, Iohanne de Dokelintone tunc maiore Oxonie, Willelmo de Burcestria & Iohanne de Hamptone tunc balliuis eiusdem uille, Andrea de Pyrie, Roberto de Wormenhale, Iohanne de Coleshulle, Henrico de Lenne, Thoma clerico & aliis.

A. 10. 2
Feb. 6, 1308

283.

[Dionisia Billing quitclaims it to John de Loughborough.]

Omnibus Cristi fidelibus ad quos presens scriptum peruenerit Dionisia que fuit uxor Roberti Billyng de Oxonia salutem in domino. Noueritis me remisisse & relaxasse totum ius & clamium Matilde que fuit uxor Iohannis de Lugheteburghe quod habeo in tercia parte unius mesuagii cum pert. in Oxonia in parochia sancti Petri in Ballio situati inter tenementum abbatis de Osneye & tenementum Ricardi Taillour, quod[1] quondam fuit predicti Roberti Billyng; ita tamen quod nec ego [&c.]. In cuius [&c. sealing], hiis testibus, Iohanne Peggy, Iohanne de Bede-

A. 10. 5
Feb. 4, 1341

[1] *quod* refers to *mesuagii* not *tenementum*.

ford, Nicholao de Pepblesbury, Roberto de Claneuelde, Thoma de (*sic*) Northerne & aliis. Dat' Oxonie quarto die Februarii anno regni regis Edwardi tercii a conquestu quintodecimo.

VII. ST. EBBE'S PARISH. 284–303.

In St. Ebbe's parish Balliol owns no. 11 in St. Ebbe's Street, or, as it was formerly called, Little Bailey. The following deeds, 284–7, may be assumed to refer to it. In 1459 Richard Osburne gave to the Bishop of Exeter a tenement in Little Bailey between Thomas Barton on the north and a tenement of St. Frideswide's on the south (no. 533), and the Bishop must have given it to Balliol. We learn from a document at Magdalen that St. Frideswide's had a small tenement on the south side of no. 11 St. Ebbe's Street.

284.

[Martin Cole and Agnes his wife grant a shop to Thomas atte Broke and Alice his wife.]

A. 8. 3 Mar. 22, 1392

Sciant presentes & futuri quod ego Martinus Cole de Oxonia & Agnes uxor mea dedimus, concessimus & hac presenti carta nostra confirmauimus Thome atte Broke de Langefordemulle in parochia de Commenore & Alicie uxori eius unam shopam in Oxonia situatam in parochia sancte Ebbe in Parvo Ballio inter shopam Prioris et Conuentus sancte Frideswide Oxonie ex parte australi & shopam predictorum Martini & Agnetis ex parte boriali; habendam & tenendam prefatis T. & A. & eorum heredibus & assignatis imperpetuum de capitalibus dominis feodi illius per seruicia que ad dictam shopam pertinent. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Ricardo Garston tunc maiore Oxonie, Iohanne Merstone & Ricardo Dyar tunc ballivis eiusdem, Willelmo Daggevyle, Nicholao Spicer, Iohanne Hyckes, & Thoma Somersete aldermannis, Iohanne Page, Adam Sclatter & aliis. Dat' apud Oxoniam die Veneris proxima ante festum Annunciacionis beate Marie Virginis anno regni regis Ricardi secundi post conquestum quintodecimo.

285.

[Thomas atte Broke grants it to Alan Lekenesfeld.]

A. 8. 4 Oct. 16, 1393

Sciant presentes & futuri quod ego Thomas atte Broke de Langefordmulle de parochia de Comnore dedi, concessi & hac presenti carta mea confirmaui Alano Lekenesfeld de Oxonia mercer & Kate-

rine uxori eius unam shopam in Oxonia situatam in parochia sancte Ebbe in Parvo Ballio inter schopam prioris & conuentus sancte Frideswide Oxonie ex parte australi & schopam Martini Cole & Agnetis uxoris eius ex parte boriali, quam quidem schopam nuper habui ex dono & feoffamento dictorum M. & A.; habendam [&c. as in no. 284], hiis testibus, Ricardo Garstone tunc maiore ville Oxonie, Waltero Benham & Iohanne Lodelow balliuis eiusdem, Willelmo Daggeuylle, Thoma Somersete, Waltero Bowne, Iohanne Schawe aldermannis, Waltero Dauntesey, Thoma Padebury, Roberto Wyghtham, Iohanne Leper, Reginaldo Tanner & aliis. Dat' apud Oxoniam die Iouis proximo ante festum sancte Frideswyde uirginis, anno regni regis Ricardi secundi post conquestum Anglie decimo septimo.

286.

[Thomas atte Broke appoints an attorney to give seisin.]

Noverint uniuersi per presentes Thomam atte Broke de Langefordemulle in parochia de Comenore attornasse & in loco meo posuisse dilectum michi in Cristo Willelmum Prentys attornatum meum ad deliberandam plenam & pacificam seisinam nomine meo Alano Lekenesfeld & Katerine uxori eius & heredibus & assignatis suis in una shopa situata in parochia sancte Ebbe, ratum & gratum [&c.]. Dat' apud Comnore die Veneris proximo ante festum sancte Frideswide [&c. as in no. 285]. **A. 8. 5 Oct. 17, 1393**

287.

[William Southam quitclaims it to Alan Lekenesfeld.]

Nouerint uniuersi per presentes me Willelmum Southam de Oxonia remisisse, relaxasse & omnino pro me, heredibus & executoribus meis imperpetuum quietum clamasse Alano Lekenesfeld de eadem & Alicie uxori sue totum ius meum & clameum quod habeo, habui, seu quouismodo in futurum habere potero in una schopa cum pertinenciis in Oxonia que quidem shopa situatur in eadem villa [1] inter tenementum eiusdem Willelmi ex parte boriali & tenementum Prioris sancte Frideswide ex parte australi; ita quod [&c.]; dat' apud Oxoniam die Mercurii proxima post festum Translacionis sancti Thome martiris anno regni regis Ricardi secundi post conquestum Anglie decimo nono. **A. 14. 4 July 14, 1395**

[1] No parish is mentioned, but it is reasonable to infer that it concerns the tenement in St. Ebbe's.

288.

Oct. 21, 19 Eliz. [1577]; a lease to John Haule of a house and garden in St. Ebbe's; for 40 years; rent 8*s*.; the term to begin on the expiration of a lease made May 4, 7 Eliz. to Will. Hollo[way], weaver.

289.

A. 8. 7 Oct. 26, 33 Eliz. [1591]; a lease to Richard Hopkins, brewer, of a house and garden in St. Ebbe's 'nigh to the corner'; 40 years; rent 8*s*.

290.

A. 8. 8 Nov. 8, 20 Jac. I [1622]; a lease to Richard Coyte, carrier; rest as before.

291.

A. 8. 9 Sept. 24, 1650; a lease to the 'feoffees in trust to the use of the poor of the parish of St. Ebbe's'; all the rest as before.

A. 8. 10 Counterpart of 291.

292.

A. 8. 11 Aug. 27, 20 Car. II [1668]; the lease is renewed; terms as before.

293.

A. 8. 12 Mar. 25, 1686; the lease is renewed; terms as before.

294.

A. 8. 13 Aug. 13, 1701; the lease is renewed; terms as before.

295.

A. 8. 14 Jan. 28, 1733; the lease is renewed; terms as before.

296.

A. 8. 15 Oct. 13, 1747; the lease is renewed; terms as before.

297.

A. 8. 16 Oct. 13, 1761; the lease is renewed; terms as before.

298.

Mar. 25, 1802; the lease is renewed; terms as before. A. 8. 17

Counterpart of 298. A. 8. 18

299.

June 10, 1816; lease to Thomas Cox, shopkeeper; 40 years; rent 8*s*.; fine £26. 8*s*. A. 8. 19

300.

Sept. 29, 1855; let to William Higgins at £23 a year. A. 8. 20

301.

Nov. 26, 1883; let to Frank Godfrey at £40 a year. A. 8. 21

Two Deeds about a Tenement or Tenements which did not pass into the Possession of Balliol. 302, 303.

302.

[Matilda la Grasier gives a tenement to Richard de Rogate.]

Sciant presentes & futuri quod ego Matildis la Grasiere[1] uxor quondam Ricardi le Grasiere de Oxonia in pura uiduitate & ligia potestate mea dedi, concessi & hac presenti carta mea confirmaui Ricardo de Rogate totum tenementum meum situatum in parochia sancte Ebbe Oxonie inter tenementum Ricardi le Spicer ex parte orientali & tenementum Thome le Marshal ex parte occidentali; habendum & tenendum prefato R., heredibus & assignatis suis libere, quiete, bene & in pace in perpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Willelmo de Burnecestre tunc maiore Oxonie, Henrico de Stodle & Petro de Ew tunc balliuis, Stephano de Abyndone, Radulfo le Grasiere, Ricardo de Eynesham, Willelmo A. 8. 1 July 22, 1330

[1] On June 30, 1330, Malina, widow of Richard le Grasiere, made a will leaving to Richard de Rogate her kinsman the tenement as described above; the will was proved on Sept. 7, 1330 (*Liber Albus*, p. 10).

de Rollyndrith mercer, Thoma de Gynindale, Iohanne de Aucland & multis aliis. Dat' Oxonie die dominica in festo beate Marie Magdalene anno regni regis Edwardi III post conquestum quarto.

303.

[Alan de Kenelyngworth grants permission to Matilda de Loughborough to build close to his shed.]

A. 8. 2
July 1, 1344

Omnibus [&c.] Alanus de Kenelyngworth de Oxonia salutem in domino. Nouerit uniuersitas uestra me concessisse pro me & heredibus meis confirmasse Matildi que fuit uxor Iohannis de Lughteburughe, heredibus & assignatis suis, quod licite posset edificare domum & ponere maeremium suum in murum suum qui est contiguus domui mee vocat' skelynge in parochia sancte Ebbe Oxonie inter tenementum Iohannis de Allestone ex parte occidentali & tenementum Matilde que fuit uxor Ricardi de Kyrketone ex parte orientali; ita quod eadem Matildis uel heredes sui aut assignati per me uel heredes meos uel assignatos meos in aliquo [minime][1] perturbetur uel perturbentur quin libere & pro voluntate sua, quandocumque voluerit, levare [possit][1] domum vel domos non obstante edificacione vocata skelynge posita in parte mea. In cuius [&c. sealing]; hiis testibus, Ricardo Cary tunc maiore Oxonie, Iohanne de Brehull & Iohanne de Bedeforde tunc balliuis, Iohanne de Nortone, Iohanne de Allestone, Waltero le Deghere, Iohanne de Falle tunc superuisoribus eiusdem uille & aliis. Dat' Oxonie die Iouis proxima post festum sanctorum apostolorum Petri & Pauli anno regni Anglie regis Edwardi tercii post conquestum decimo octauo, regni uero Francie quinto.[2]

VIII. ST. MICHAEL'S SOUTH

Balliol had, and has, two tenements in the parish of St. Michael's South. The first was called Rack Hall, now 14 St. Aldate's, running eastward to the brook. It derived its name from a footpath, *racca*,

[1] Not in MS.

[2] The house of Alan of Kenelyngworth was 20, or 20 and 21, Pembroke Street; see *Liber Albus*, p. 47, which shows that it was left to the chantry of St. Thomas in St. Mary's Church, and we know that this chantry owned 20, or 20 and 21, Pembroke Street. The house of Matilda of Loughborough was on the north side of Beef Hall Lane; see *Liber Albus*, p. 43. It is probable that no. 302 is about the house of Matilda of Loughborough, and that nos. 302 and 303, as well as 280–3, accidentally came into the possession of Balliol because of deed no. 262.

between nos. 14 and 15. In an early rental of the Hospital of St. John, the tenant of no. 15 St. Aldate's pays a rent of 1*s.* *pro racca* beside what he paid for his house. The other tenement was in Sleying Lane, now Brewers Street; it was 217 feet long and 14½ feet wide and reached Trill Mill Stream on the south; it is now part of a garden, being held with the adjoining land. Both of these tenements were given to George, Bishop of Exeter, in 1459, and seem to have been given by him to Balliol in 1473; see no. 313.

RACK HALL. 304-34.

304.

[Margery de Whitele grants to Robert de Sprydlyntone a plot of ground in Grantpont.]

Sciant presentes & futuri quod ego Margeria de Whitele dedi, concessi & hac presenti carta mea confirmavi domino Roberto de Sprydlyntone persone ecclesie sancti Michaelis ad portam australem Oxonie unam placeam terre cum suis pertinenciis in suburbio Oxonie iacentem super magnum pontem inter tenementum magistri & fratrum hospitalis sancti Iohannis extra portam orientalem ex parte australi & tenementum prioris & conventus sancte Frideswide ex parte boriali; habendam & tenendam predicto domino R. & heredibus suis ac assignatis suis de capitali domino feodi illius per servicia inde debita & de iure consueta in perpetuum. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Ricardo Cary maiore Oxonie, Iohanne de Falele & Waltero de Farendone ballivis eiusdem ville, Ricardo le Spicer, Roberto de Stoke, Iohanne de Islep, Petro de Ew, Galfrido de Warmwelle, Iohanne de Langrisshe clerico & aliis. Dat' apud Oxoniam die Iovis proxima post festum sancti Petri quod dicitur Ad Vincula anno regni regis Edwardi tercii a conquestu tercio.

B. II. 1
Aug. 3, 1329

305.

[Robert de Spridlyngtone grants the same plot to Henry Stanford.]

Sciant presentes & futuri quod ego Robertus de Spridlyngtone rector ecclesie sancti Michaelis ad portam australem Oxonie dedi, concessi & hac presenti carta mea confirmavi Henrico Stanford de Estrop iuxta Heyworthe[1] unam placeam terre [&c. as in no. 304] boriali, et

B. II. 2
Dec. 11, 1331

[1] Eastrop near Highworth, Wilts.

extendit se a regali strata usque ad aquam Tamisie; habendam [&c. as in no. 304]; hiis testibus, Willelmo de Burcestria maiore Oxonie, Symone de Gloucestria & Stephano de Adyntone ballivis eiusdem, Petro de Ew, Iohanne de Langrisshe clerico, Roberto de Stoke, Galfrido de Warmwelle, Iohanne de Yslep, Iohanne le Deyer & aliis. Dat' apud Oxoniam die Mercurii proxima post festum Concepcionis beate Marie virginis, anno regni regis Edwardi tercii post conquestum quinto.

Endorsed Carta de Rekhalle.

306.

[Henry de Stanford grants a messuage to Alan de Hetone.]

B. II. 3 Sept. 8, 1332

Sciant presentes & futuri quod ego Henricus de Stanuorde de Estrope dedi, concessi & hac presenti carta mea confirmaui Alano de Hetone & Isabelle uxori eius & Agneti filie eorundem unum mesuagium cum suis pert. in suburbio Oxonie situatum [&c. as in no. 304]: habendum & tenendum predictis A., I., & A., & heredibus ipsius Agnetis de corpore suo legitime exeuntibus de capitali domino feodi illius per servicia inde debita & de iure consueta in perpetuum. Et si predicta Agnes absque herede de corpore suo legitime procreato decedat, quod absit, tunc volo quod predictum mesuagium cum suis pertinenciis rectis heredibus predicti Alani integre remaneat imperpetuum. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Willelmo de Burcestria tunc maiore Oxonie, Stephano de Adyntone & Simone de Gloucestre tunc ballivis eiusdem, Ricardo Cary, Petro de Ew, Roberto de Stoke, Galfrido de Warmwelle, Iohanne de Langrisshe & aliis. Dat' apud Oxoniam die Martis in festo Nativitatis beate Marie virginis anno regni regis Edwardi tercii post conquestum sexto.

307.

[John Spycer grants a lease of Rack Hall to Thomas Merton.]

B. II. 4 Aug. 2, 1409

Hec indentura facta inter Iohannem Spycer de Oxonia burgensem ex una parte & Thomam Mertone de Oxonia carnificem & Margaretam uxorem eius ex altera parte testatur quod dictus Iohannes pro quadam summa pecunie sibi pre manibus soluta concessi & dimisit prefatis T. & M. uxori eius totum illud tenementum suum

situatum in suburbio extra portam australem Oxonie vocatum ab antiquo Rackehalle, in quo dicti T. & M. iam inhabitant: habendum & tenendum prefatis T. & M. & assignatis suis a festo sancti Michaelis archangeli proximo futuro usque ad finem termini septem annorum. [The owner will do the necessary repairs, but the tenant will emend any damage that he causes.] Et prefatus I. [&c. warranty] In cuius &c. [sealing], hiis testibus, Iohanne Sprunt maiore ville Oxonie, Iohanne Shawe & Ricardo Moldeworth ballivis eiusdem, Ricardo Garstone, Iohanne Merstone, Edmundo Kynyan, Waltero Daundeseye aldremannis, Nicholao Nortone clerico & aliis. Dat' apud Oxoniam secundo die Augusti anno regni regis Henrici quarti post conquestum Anglie decimo.

308.

[John Spycer grants another lease of Rack Hall.]

Hec indentura [&c. *verbatim* as in no. 307] pro quadam summa pecunie viz. centum solidis [&c. as in no. 307]; hiis testibus, Waltero Daundeseye maiore ville Oxonie, Willelmo Herberfeld & Iohanne alte Wode ballivis eiusdem, Iohanne Sprunt, Thoma Gibbys, Willelmo Bromptone, & Thoma Couentre aldremannis, Michaele Nortone clerico & aliis. Dat' apud Oxoniam quintodecimo die Aprilis anno regni regis Henrici quinti post conquestum septimo.

B. II. 5
Ap. 15, 1419

309.

[Thomas Coventre, who had been enfeoffed by John Spicer, confirms Rack Hall to Thomas Merton.]

Sciant presentes & futuri quod ego Thomas Couentre burgensis & aldremannus ville Oxonie concessi, liberavi & hac presenti carta mea confirmavi Thome Mertone de Oxonia & Margarete uxori eius unum mesuagium situatum in parochia sancti Michaelis inter [&c. as in no. 304], quod quidem mesuagium una cum aliis terris & tenementis in villa Oxonie & suburbiis eiusdam tam in comitatu Berk' quam Oxon', ac in villa & campis de Hedyndone nuper habui ex dono & feoffamento Iohannis Spicer filii Iohannis Spicer coniunctim cum Iohanne Spicer patre eiusdem Iohannis Spicer filii ac quibusdam magistris Edmundo Warhame & Thoma Plymeswode clericis, Iohanne More, Nicholao Swyfte, Edwardo Sharpe, Andrea Blunt, Stephano

B. II. 6
Sept. 1, 1429

Hacsofte, & Guidone Spicer clericis, Ricardo Bradewelle & Gilberto Burtone iam defunctis; habendum & tenendum prefato T. & M., heredibus & assignatis ipsius Thome imperpetuum de capitalibus dominis feodi illius per servicia inde debita & de iure consueta. In cuius [&c. sealing], hiis testibus, Iohanne Walker & Willelmo Frankleyn ballivis ville Oxon, Willelmo Bramptone, Willelmo Offorde, Willelmo Herberfeld, Iohanne Shawe aldremannis, Iohanne North, Hugone Benet, Michaele Nortone clerico & aliis. Dat' apud Oxoniam primo die Septembris anno regni regis Henrici sexti post conquestum octavo.

310.

[John Spicer quitclaims Rack Hall to Thomas Merton.]

B. II. 7 Sept. 21, 1429 Noverint universi per presentes quod nos Iohannem Spicer filium Iohannis Spicer & Iohannam uxorem meam remisisse & relaxasse & omnino pro nobis, heredibus & assignatis nostris in perpetuum quietum clamasse Thome Mertone de Oxonia & Margarete uxori eius, heredibus & assignatis ipsius Thome imperpetuum totum ius nostrum & clamium que habemus vel habere poterimus seu alter nostrum habet vel habere poterit in futurum in uno mesuagio cum pert. situato in parochia sancti Michaelis inter [&c. as in no. 304], quod quidem mesuagium predicti T. & M. nuper habuerunt ex dono & feoffamento Thome Couentre burgensis & aldremanni ville Oxonie; ita quod nec nos [&c.]. Et nos vero [&c. warranty]. In cuius [&c. sealing], hiis testibus, Thoma Couentre maiore ville Oxonie, Iohanne Walker & Willelmo Frankleyn balliuis eiusdem, Willelmo Brampton, Willelmo Offorde, Iohanne Shawe, Willelmo Herberfeld, Iohanne North, Michaele Norton clerico & aliis. Dat' apud Oxoniam vicesimo die Septembris anno regni regis Henrici sexti post conquestum octauo.

B. II. 8 a A duplicate of 310.

311.

[Thomas Andrew quitclaims to Thomas Herberfield & Margaret his wife all the lands which they had lately granted him.]

B. II. 8 b July 20, 1437 Omnibus [&c.], Thomas Andrewe de Mertone salutem in domino. Noveritis me remisisse, relaxasse & omnino pro me & heredibus meis

in perpetuum quietum clamasse Thome Herberfeld de Oxonia & Margarete uxori eius totum ius meum, titulum & clameum, que habui, habeo, seu habere potero in omnibus illis terris & tenementis que nuper habui ex dono & feoffamento & legacione testamenti predictorum [1] Thome Herberfeld & Margarete in uilla Oxonie; ita quod [&c.]. In cuius [&c. sealing], hiis testibus, Willelmo Herberfeld aldermanno Oxonie, Iohanne Aberger', Hugone Benet, Iohanne Bristowe, Thoma Perkyn, & multis aliis. Data apud Oxoniam vicesimo die Iulii anno regni regis Henrici sexti post conquestum quintodecimo.

312.

[Thomas Herberfield grants to George Neville and others a shop in St. Mary's, a tenement in Brewers Street, and Rack Hall.]

B. II. 9
Feb. 27, 1459

Sciant presentes & futuri quod nos Thomas Herberfeld de Oxonia & Margareta uxor mea dedimus, concessimus & hac presenti carta nostra confirmavimus Georgio Neuille Exon' episcopo, Willelmo Lambtone, Roberto Abdy clerico, Willelmo Kylbek armigero & Iohanni Page de Oxonia totum illud mesuagium nostrum situatum in ochia sancti Michaelis ad portam australem Oxonie inter tenementum prioris & conuentus sancte Frideswide ex parte boriali et tenementum magistri & fratrum hospitalis sancti Iohannis Baptiste extra portam orientalem ex parte australi. Dedimus eciam & concessimus eisdem G., W., R., W., & I. totum illud mesuagium nostrum situatum in dicto suburbio subtus murum ville inter tenementum Willelmi Swanborne ex parte orientali & tenementum Iohannis Moretone ex parte occidentali. Necnon unam shopam situatam in parochia beate Marie virginis inter tenementa collegii Regalis ex utraque parte; habenda & tenenda prefatis G., W., R., W., and I., heredibus & assignatis in perpetuum de capitalibus dominis feodi illius per seruicia inde debita & de jure consueta. Et nos [&c. warranty]. In cuius [&c. sealing]; hiis testibus, Thoma Bartone, Iohanne Lowe, Oliuero Urre, Nicholao Croke, Andrea Wemme de Oxonia burgensibus & aliis. Dat' apud Oxoniam penultimo die Februarii anno regni regis Henrici sexti post conquestum Anglie tricesimo septimo.

[1] Probably this means 'by the grant and feoffment of Thomas and Margaret and by the legacy of a will'. Thomas Merton by his will, dated December 1432, left Rack Hall to his wife: she, while still a widow, granted it to Thomas Andrew on July 7, 1433 (City Records D. 2. 57). It seems that Thomas Herberfield married the widow of Thomas Merton.

313.

[George Neville grants the three tenements to Richard Brygham.]

B. 11. 10 May 7, 1473 Sciant presentes & futuri quod nos Georgius Neuille Exon' episcopus,[1] Willelmus Lamtone, Robertus Abdy clericus, Willelmus Kylbeke armiger & Iohannes Page de Oxonia dedimus, concessimus et hac presenti carta nostra confirmavimus Ricardo Brygham clerico totum illud mesuagium nostrum situatum in parochia sancti Michaelis ad portam australem Oxonie [&c. as in 312] collegii Regalis ex utraque parte; habenda & tenenda prefato R., heredibus & assignatis suis imperpetuum de capitalibus dominis feodi illius per servicia inde debita & de jure consueta. Et nos [&c. warranty]. In cuius [&c. sealing]; hiis testibus, Stephano Hauelle, Iohanne Reyd, Iohanne Robyns cum multis aliis. Data Oxonie septimo die Maii anno regni regis Eduardi quarti post conquestum Anglie tercio decimo.

314.

[Richard Brygam grants the three tenements to two clerks.]

B. 11. 11 July 5, 1495 Sciant presentes & futuri quod ego Ricardus Brygam clericus dedi, concessi, & hac presenti carta mea confirmavi Iohanni Sowthwod & Roberto Lake cler*icis* totum illud mesuagium [&c. as in 312] collegii Regalis ex utraque parte; habenda & tenenda prefatis I. & R., heredibus & assignatis suis [&c. as before]: hiis testibus, Thoma Clarkeson, Wyllelmo Alan, & Thoma Buttyll' cum diversis aliis. Dat' Oxonie quinto die Iulii anno regni regis Henrici septimi post conquestum Anglie decimo.

315.

B. 13. 1 Aug. 15, 15 Eliz. [1573]; a lease to William Barton, brewer, of a tenement in Grampound; for 40 years; rent 16*s.*

316.

B. 13. 2 Mar. 8, 31 Eliz. [1589]; a lease to John Daniell, carpenter; 40 years; rent 16*s.*

B. 13. 3 The counterpart of 316.

[1] He had become Archbishop of York in 1465.

317.

Oct. 1, 41 Eliz. [1599]; a lease to John Wilmot, whitebaker, and Elizabeth his wife; 40 years; rent 16*s*. B. 13. 4

The counterpart of 317. B. 13. 5

318.

Nov. 21, 9 Jac. I [1611]; the lease is renewed on the same terms. B. 13. 6

The counterpart of 318. B. 13. 7

319.

Mar. 22, 3 Car. I [1628]; the lease is renewed on the same terms. B. 13. 8

320.

Sept. 8, 1649; a lease to Oliver Smyth the younger, gent., of the same premises now in the tenure of Margaret Smyth; 40 years; rent 16*s*. B. 13. 9

The counterpart of 320. B. 13. 10

321.

Dec. 1, 1656; a lease to Edward Crafford, whitebaker, and Mary his wife; 40 years; rent 16*s*. and a couple of capons. B. 13. 11

Counterpart of 321. B. 13. 13

322.

Bond of Crafford. B. 13. 12

323.

Dec. 30, 1668; a lease to George Walker, malster; for 40 years; the same rent; the freehold of Edward Crawford is N., Mr. Ric. Miller is S., the tenement is 224 ft. E. to W. B. 13. 14

Counterpart of 323. B. 13. 15

324.

Aug. 3, 1686; his lease is renewed; 40 years; same bounds and rent. B. 13. 16

325.

B. 13. 17 Sept. 3, 1700; his lease is renewed; 40 years; same bounds and rent.

B. 13. 18 The counterpart of 325.

326.

B. 13. 19 July 28, 1715; a lease to Mary Walker, widow of George Walker; on the south is land of one Townsend, mason; the premises[1] are turned to and made an Inn called the Wheatsheaf and Anchor, being in the tenure of John Davis, victualer; 40 years; same rent.

B. 13. 21 The counterpart of 19.

327.

B. 13. 20 Licence to alienate the lease.

328.

B. 13. 22 July 10, 1741; a lease to Francis Pink, cooper; on N. is the freehold of Anne Paynton of Banbury, spinster, on S. a tenement late of William Townshend, mason, which is now turned into an Inn called the Wheatsheaf and Anchor, and is in the tenure of Charles Rushton, innholder; 40 years; same rent.

329.

B. 15. 15 Nov. 10, 1773; a lease to Thomas Willsdon, 'hardware and toyman,' of a tenement in St. Aldate's; David Holder N., the Wheatsheaf Inn in the tenure of — Stockford S.; 40 years; rent 16*s.* and two capons.

B. 15. 16 The counterpart.

330.

B. 15. 17 June 15, 1795; a lease to Susanna Hardaway and Elizabeth Hardaway, spinsters; widow Lee is S.; 40 years; the same rent together with 2*s.* for acquittances.

B. 15. 18 The counterpart.

[1] This must mean 'the premises of Townsend', i.e. 15 St. Aldate's.

331.

Feb. 6, 1809; a lease to Elizabeth Hardaway; Joseph Hyde S.; same term and rent. B. 15. 19

The counterpart. B. 15. 20

332.

May 16, 1823; a lease to John Whessell, artist; fine £28 10*s.* 6*d.*; William Holland S.; the rest as before. B. 15. 21

The counterpart. B. 15. 22

333.

May 2, 1837; his lease is renewed; fine £50 18*s.* 6*d.*; rest as before. B. 15. 23

The counterpart. B. 15. 24

334.

July 9, 1851; a lease to Joseph Ham, printer; fine £50 9*s.* 9*d.* B. 15. 25

A Tenement in Brewers Street. 335–53.

335.

[Nicholas Trewelove grants a messuage to Richard de Brampton.]

Sciant presentes & futuri quod nos Nicholaus Trewelove de Oxonia & Editha uxor eius dedimus, concessimus & hac presenti carta nostra confirmauimus Ricardo de Bramptone de Oxonia bocher unum mesuagium cum suis pertinenciis in suburbio Oxonie in parochia sancti Michaelis ad portam australem situatum subtus murum ville predicte inter tenementum Iohannis de Langrisshe & Sarre uxoris eius ex parte orientali & tenementum Willelmi Bukyngham ? trompour ex parte occidentali; habendum & tenendum predicto R. & heredibus suis ac suis assignatis de capitalibus dominis feodi illius per servicia inde debita & de iure consueta in perpetuum. Et nos [&c. warranty]. In cuius [&c. sealing]; hiis testibus, Iohanne de Stodle tunc maiore ville Oxonie, Roberto Croidone & Gilberto Attewode tunc ballivis eiusdem ville, Iohanne de sancta Frideswida, Roberto Mauncel, Henrico de Malmes- B. 17. 1 Mar. 25, 1358

bury, Iohanne de Olneye, Iohanne de Langrisshe, Nicholao de Forsthulle, Hugone de Yeftele, Iohanne de Blaxhale, Iohanne de Norhamptone clerico & aliis. Dat' apud Oxoniam die dominica in festo Annunciacionis beate Marie Virginis anno regni regis Edwardi tercii post conquestum Anglie tricesimo secundo & Francie decimo nono.

336.

[The will of Richard Brampton.]

B. 17. 2
Jan. 3, 1362

In dei nomine Amen. Die lune proxima post festum sancti Iohannis apostoli & evangeliste anno domini MCCC sexagesimo secundo ego Ricardus Bramptone carnifex de Oxonia compos mentis & bone memorie condo testamentum in hunc modum. In primis lego deo animam meam & corpus meum ad sepeliendum in portica ecclesie Omnium Sanctorum; item lego ad sustentacionem & reparacionem eiusdem portice ii s. pro sepultura habenda; item lego summo altari eiusdem ecclesie pro decimis & oblacionibus dimissis & oblitis vi s. viii d.; item capellano parochiali xii d.; item clerico parochiali vi d.; item lego Agneti matri mee unam marcam; item lego Iohanni Aukelande dimidiam marcam, unam tunicam brevem & unam tunicam viridis coloris cum capucio eiusdem coloris, unam togam duplicem meliorem & unam tunicam cum capucio eiusdem coloris; item lego ad distribuendum pauperibus in die sepulture mee x s.; item lego quatuor ordinibus fratrum mendicancium in villa Oxonie per equales porciones x s.; item lego & do Amisie uxori mee omnia tenementa mea in parochia sancti Michaelis ad portam australem Oxonie situata infra portam & extra, habenda & tenenda dicta tenementa cum pertinenciis prefate Amisie ad terminum vite ipsius Amisie de capitalibus dominis feodi illius per servicia inde debita & de iure consueta, et post decessum dicte Amisie uxoris mee & liberorum meorum predicta tenementa remaneant monasterio Osneye, habenda & tenenda dicta tenementa cum pertinenciis prefato monasterio de capitalibus dominis per servicia inde debita & de iure consueta in perpetuum ad celebranda diuina pro anima mea & anima uxoris mee in perpetuum; item lego uni capellano celebraturo pro anima mea per annum quinque marcas; item lego domino Willelmo rectori ecclesie sancti Martini ii s.; residuum vero bonorum meorum non legatorum, deductis expensis funeralibus & debitis solutis, lego & do Amisie uxori mee. Ad hoc testamentum fideliter exequendum executores meos

ordino & constituo Amisiam uxorem meam & Iohannem Aukeland. In testimonium omnium premissorum huic testamento sigillum meum apposui. Dat' Oxonie die & anno domini supradictis.

Endorsed. Probatum fuit presens testamentum in ecclesia Omnium Sanctorum coram nobis Iohanne de Stanesby, rectore ecclesie de Potenham, sequestratore venerabilis viri domini Antonii de Goldesborghe, precentoris ecclesie Lincolniensis & officialis eiusdem, sede Lincolniensi vacante, in hac parte legitime deputato, tercio die mensis Octobris anno domini MCCCLXII, ac pronunciatum legitime pro eodem, commissaque est administracio omnium bonorum defuncti infrascripti infra iurisdiccionem nostram existencium Amisie uxori eiusdem defuncti & Iohanni Aukeland tunc coram nobis presentibus & legitime iuratis in forma iuris, presentibus magistris Iohanne Treworgy, Iohanne Hymberford, Waltero Seriaunt & Iohanne Purye & aliis.

Die Veneris in festo apostolorum Symonis & Jude anno regni regis Edwardi tercii post conquestum tricesimo sexto probatum fuit istud testamentum coram Ricardo de Wodehay maiore ville Oxonie & aliis fidedignis tunc ibidem presentibus per sacramentum & testimonium Iohannis de Mustertone & Rogeri de Bolton testium super isto testamento examinatorum & in omnibus concordancium, propter quod pronunciatum est pro eodem testamento tanquam legitime probato & seisinam tenementorum in eo legatorum legatariis infranominatis adiudicata est & concessa. In cuius rei testimonium sigillum officii maioratus Oxonie presentibus est appensum. Dat' apud Oxoniam die & anno supradictis.[1]

337.

[Robert Whittele and Amicia his wife grant a messuage to John de Musterton.]

Sciant presentes & futuri quod nos Robertus Whittele de Oxonia & Amicia[2] uxor eius dedimus, concessimus & hac presenti carta nostra confirmavimus Iohanni de Mustertone bocher de Oxonia unum mesuagium cum suis pert. in suburbio Oxonie in parochia sancti Michaelis ad portam australem, situatum subtus murum ville predicte inter tenementum quod tenuit Iohannes Langrisshe ex parte orientali & B. 17. 3 Mar. 7, 1374

[1] The only seal attached to the deed is the seal of the mayor, the ox facing to the right; but the seal of John de Stanesby was evidently at one time stamped on the back of the deed.

[2] Probably the widow of Richard Brampton.

tenementum Thome Baret ex parte occidentali; habendum & tenendum prefato I. & heredibus suis ac suis assignatis de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta imperpetuum. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Willelmo Codeshale tunc maiore ville Oxonie, Willelmo Bergeueny, & Ricardo Mercer tunc ballivis eiusdem, Iohanne de Hertwelle, Willelmo Northerne, Iohanne Gibbes, Iohanne de Wyndesore, Hugone de Yiftele, Iohanne Groue & aliis. Dat' apud Oxoniam septimo die Marcii anno regni regis Edwardi tercii post conquestum Anglie quadragesimo octavo.

338.

[John Ledekyn grants the messuage to John Beaule.]

B. 17. 4 Apr. 2, 1381 Sciant presentes & futuri quod ego Iohannes Ledekyn bocher de Oxonia dedi, concessi & hac presenti carta mea confirmavi Iohanni Beaule taillour de Oxonia unum mesuagium cum suis pert. situatum in suburbio Oxonie in parochia sancti Michaelis ad portam australem subtus murum ville predicte inter tenementum Willelmi Codeshale quod fuit Iohannis Langrisshe ex parte orientali & tenementum Thome Baret spicer ex parte occidentali, quod quidem mesuagium cum pert. suis nuper habui ex dono & feoffamento Iohannis de Mustertone bocher de Oxonia; habendum & tenendum prefato I. Beaule & heredibus suis ac suis assignatis de capitalibus dominis feodi illius per servicia inde debita & de iure consueta in perpetuum. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Willelmo Dagville tunc maiore ville Oxonie, Ada de la Ryvere & Waltero Wycombe tunc ballivis eiusdem, Iohanne Gibbes, Willelmo Codeshale, Willelmo Northerne, Ricardo Garstone aldermannis, Iohanne Pirye, Edmundo Kenyan, Waltero Benham, Reginaldo le Tanner, Iohanne Grom bocher & aliis. Dat' apud Oxoniam secundo die Aprilis anno regni regis Ricardi secundi post conquestum Anglie quarto.

339.

[Alan Lekenesfeld quitclaims to John Beaule.]

B. 17. 5 Aug. 8, 1383 Omnibus Cristi fidelibus ad quos presens scriptum pervenerit Alanus Lekenesfeld mercer de Oxonia & Katerina uxor eius salutem in domino. Noveritis nos remisisse, relaxasse & omnino pro nobis

& heredibus nostris imperpetuum quietum clamasse Iohanni Beaule cissori de Oxonia & heredibus suis totum ius nostrum & clameum que habuimus, habemus seu quovismodo in futurum habere poterimus in quodam mesuagio cum suis pert. situato in parochia sancti Michaelis ad portam australem subtus murum ville predicte inter tenementum quondam Willelmi Codeshale ex parte orientali & tenementum Thome Baret ex parte occidentali, quod quidem mesuagium habuimus ex feoffamento predicti Iohannis, prout in carta sua nobis inde confecta plenius continetur; ita quod nec nos [&c.]. In cuius [&c. sealing], hiis testibus, Ricardo Garstone tunc maiore ville Oxonie, Iohanne Ocle, & Henrico Tewe tunc ballivis eiusdem ville, Willelmo Codeshale, Iohanne Gybbes, Willelmo Dagville & Iohanne Hyckes tunc aldermannis & aliis. Dat' apud Oxoniam vicesimo octavo die mensis Augusti anno regni regis Ricardi secundi post conquestum Anglie quinto.[1]

340.

[John Clyfford grants the messuage to Thomas Merton.]

Sciant presentes & futuri quod nos Iohannes Clyfford de Oxonia taylour & Alicia uxor mea dedimus, concessimus & hac presenti carta nostra confirmavimus Thome Merton alias dicto Thome Palmere de Oxonia carnifici & Margarete uxori eius totum illud mesuagium nostrum cum pertinenciis situatum in suburbio extra portam australem Oxonie in parochia sancti Michaelis ad portam australem subtus murum ville inter tenementum Willelmi Swanbourne quod quondam erat Willelmi Codeshale ex parte orientali & tenementum Iohannis Moretone quod quondam erat Thome Barete ex parte occidentali; habendum & tenendum dictum mesuagium cum curtilagio adiacente & omnibus aliis pert. prefatis Thome & Margarete & heredibus ac assignatis ipsius Thome de capitalibus dominis feodi illius per servicia inde debita & de iure consueta imperpetuum. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne Sprunt maiore ville Oxonie, Iohanne Shawe & Ricardo Moldeworth ballivis eiusdem ville, Ricardo de Garstone, Iohanne Merstone, Edmundo de Kynyan, Waltero Daundeseye aldremannis, Iohanne Spycer, Waltero Benham, Thoma Chauntre, Willelmo Somersete, Nicholao Norton clerico & aliis. Dat' apud Oxoniam octavo die Marcii anno regni regis Henrici quarti post conquestum Anglie decimo.[2]

B. 17. 6
Mar. 8, 1409

[1] The names of the mayor and bailiffs prove that 'septimo' is meant and that the date is 1383 not 1381.

[2] For the subsequent history of this tenement until it became the property of Balliol see 312–14.

341.

B. 15. 1 June 28, 1553; a lease by the College to Richard Wryght, brewer, of a tenement in the parish of 'St. Aldys', abutting upon a tenement of the parishioners of 'St. Aldys' on the east now in the tenure of Nicholas Paget, and on a tenement of 'Maister Hethe' on the west now in the tenure of John Cumber, upon the 'open street' on the north, and 'on the south syde towards the water and ryver of Temmes' with the yard belonging to the same; for 21 years; rent 9*s.*; the College to supply such tymber, slatte, borde, lathe and naylle as shall be necessary for repairs. *Contemporary endorsement* 'Land in (?) Boteler lane (?)'.

342.

B. 15. 2 Nov. 5, 16 Eliz. [1574]; a lease to John Wilson, M.A., fellow of Balliol, Mr. Smith being E., — Nooke W.; 40 years; rent 9*s.*

343.

B. 15. 3 June 18, 31 Eliz. [1589]; a lease to Thomas Smith, gent., said Thomas Smith E., widow Tomson now John Wydon laborer W.; 40 years, rent 9*s.*

344.

B. 15. 4 Sept. 29, 12 Jac. I [1614]; a lease to Oliver Smith, gent., said Oliver Smyth E., Mr. William Dewey W., now in the occupation of Thomas Wygon, labourer; the College tenement is in the occupation of Thomas Brooks; 40 years; rent 9*s.*

345.

B. 15. 5. Sept. 8, 1649; a lease to Oliver Smith and Anne his wife; on E. a tenement of the parish of St. Aldate in the tenure of Oliver Smith, W. is Edward Carpenter Esq.; 40 years; rent 9*s.*

B. 15. 6 The counterpart.

346.

B. 15. 7 Nov. 20, 13 Car. II [1661]; a lease to Thomas Tipping & Francis Heywood, beerbrewers, of a tenement bounded N. by a 'lane commonly called Steyne (*sic*) Lane', E. a tenement of St. Aldate's parish in the tenure of Tipping and Heywood, W. John White, gent.; 40 years; rent 9*s.*

B. 15. 8 The counterpart.

347.

Jan. 25, 27 Car. II, $167\frac{5}{6}$; lease renewed; bounds and rent as **B. 15. 9**
before.

348.

Mar. 20, 3 Will. & Mary, $169\frac{0}{1}$; a lease to William Tipping, beer- **B. 15. 10**
brewer; William Tipping holding of the parish of St. Aldate E., Richard Carter, brewer W., 'Sleyne Lane' N.; 40 years; rent 9*s*.

The counterpart. **B. 15. 11**

349.

Sept. 30, 1714; a lease to Catherine Tipping & Elizabeth Tipping, **B. 15. 12**
daughters and 'executrixes' of William Tipping, of a messuage and strip of ground and a stable thereupon lately built; bounds and rent as before.

350.

Mar. 26, 31 Geo. II, 1758; a lease to John Smith, mercer, and **B. 15. 13**
Mary his wife, executrix and formerly wife of Francis Whitney, malster; a house occupied by Charles Moore brewer, late Francis Whitney E., late George Smith gent., now Henry Drought brewer W., Sleyne Lane N.; 40 years; rent 9*s*.

351.

July 1, 1789; a lease to Mary Drought, spinster; said Mary Drought **B. 15. 14**
being E. & W.; 217 ft. long, $14\frac{1}{2}$ ft. wide; 40 years; rent 9*s*.

352.

March, 1829. It is part of a malthouse and part of a brewhouse. **B. 11. 27**
It is in the occupation of Mr. Micklem and is worth £18 a year.

353.

Oct., 1864. Property of the College in Brewers Street in the occupa- **B. 11. 27**
tion of Messrs. Hall and Taylor, formerly a malthouse, malt shed, brewhouse and storehouse, but the malthouse is now a carpenter's shed, and the brewhouse and storehouse have long been removed. The buildings are of brick and stone. It contains $10\frac{1}{2}$ perches. It is

estimated to be worth £24 a year. Freehold property of Mr. [*blank*] adjoins it on both sides.[1]

354.

[Henry III confirms some purchases of Isabella de Bolebec.]

B. 17. 7
Nov. 19, 1238

Henricus dei gracia rex Anglie, dominus Hibernie, dux Normannie, Aquitannie & comes Andegavie archiepiscopis, episcopis, abbatibus, prioribus, comitibus, baronibus, iusticiariis, vicecomitibus, prepositis, ministris & omnibus ballivis & fidelibus suis salutem. Sciatis quod concessimus & hac carta nostra confirmavimus pro nobis & heredibus nostris Isabelle de Bolebec comitisse Oxonie has uenditiones subscriptas, uidelicet uenditionem quam Stephanus filius Henrici filii Simeonis de Oxonia ei fecit de toto mesuagio suo cum omnibus pertinenciis & de toto prato suo cum omnibus pertinenciis quod iacet iuxta predictum mesuagium in parochia sancti Michaelis Oxonie versus partem australem; et uenditionem quam Nicholaus filius Iohannis Rictwise, Laurentius Wunder & Alicia uxor eius ei fecerunt de toto prato suo cum omnibus pertinenciis suis quod iacet in parochia predicta versus austrum. Quare volumus & firmiter precipimus pro nobis & heredibus nostris quod predicta comitissa & assignati sui in perpetuum habeant & teneant predictum mesuagium & predicta prata cum omnibus pertinenciis suis bene & in pace, libere, quiete & honorifice cum omnibus libertatibus & liberis consuetudinibus ad ea pertinentibus sicut carte predictorum uenditorum quas ipsa comitissa inde habet rationabiliter testantur; hiis testibus, W. de Raleghe thesaurario Exon', Willelmo de Cantilupo, Galfrido Dispensario, fratre Galfrido elemosinario nostro, Paulino Peyure, Galfrido de Langeleghe, Thoma de Blancmuster & aliis. Dat' per manum nostram apud Wudestoke decimo nono die Novembris anno regni nostri XXIII.[2]

IX. A TENEMENT IN ST. MARY'S PARISH.
355–82.

In St. Mary's parish Balliol owned a shop and cellar on the south side of High Street. It was Number 109 High Street and was sold to Oriel for £600 in 1872, when King Edward Street was made. In 1361 John de

[1] This is an error. The property adjoining on the east side still belongs to St. Aldate's parish.

[2] With the royal seal. This confirmation is also found on the Charter Rolls; see Cal. of Charter Rolls, vol. i, p. 237. The properties were given by the Countess of Oxford to the Black Friars. It is not known how this deed found its way to Balliol.

Bereford gave it to the chantry of St. Mary in the church of All Saints[1]; we learn from deed no. 356 that about 1392 it was alienated from the chantry to Walter Bowne; in 1459 Thomas Herberfeld granted it to George, Bishop of Exeter, together with Rack Hall, and probably it was given by him to Balliol, although it was in the hands of feoffees until 1495 (see nos. 312–14). It measured 9 feet by 16, and consisted only of the ground floor and cellar.

355.

[The proctors of the chantry of St. Mary in the church of All Saints lease a shop in St. Mary's parish to John Hakeburne.]

Nouerint uniuersi quod inter Iohannem de Hertwelle & Iohannem Pirye procuratores cantarie beate Marie in ecclesia Omnium Sanctorum Oxonie ex parte una & Iohannem Hakeburne brasiere & Iohannam uxorem eius ex altera conuentum est in hunc modum scilicet quod predicti procuratores ex assensu & concensu omnium fratrum cantarie predicte concesserunt, tradiderunt & dimiserunt predictis I. & I. sub forma & condicionibus subscriptis unam shopam cum suis pert. in Oxonia in parochia beate Marie uirginis situatam inter tenementum Alicie que fuit uxor Stephani de Bautre bedelli ex parte orientali & tenementum prepositi & scolarium del Oriole ex parte occidentali; habendam & tenendam predictam shopam cum pert. prefatis I. & I. ad totam uitam eorundem Iohannis & Iohanne de procuratoribus & fratribus predictis, reddendo inde annuatim eisdem procuratoribus & fratribus & eorum successoribus durantibus quadraginta annis continue sequentibus post datam confeccionis presencium octo solidos argenti ad quatuor anni terminos, uidelicet [Dec. 21, Mar. 25, June 24 & Sep. 29], et post eosdem quadraginta annos annuatim uiginti solidos ad eosdem terminos si predicti I. & I. ultra dictos quadraginta annos uixerint seu alter eorum uixerit & dictam shopam tenuere uoluerint uel uoluerit, pro omni seruicio ulteriori & demanda. [The tenants will keep it in repair. The owners may distrain for the rent]. In cuius [&c. sealing], hiis testibus, Ricardo de Wodehay tunc maiore uille Oxonie, Willelmo de Codeshale & Galfrido de Lodewelle tunc balliuis eiusdem uille, Iohanne de Stodle, Iohanne Bedeford, Iohanne de Dadyntone, Iohanne de Norhamptone clerico & aliis. Dat' apud Oxoniam decimo die Maii anno regni regis Edwardi tercii post conquestum tricesimo nono.

A. 7. 8
May 10, 1365

[1] *Liber Albus*, Will no. 161.

356.

[Walter Bowne grants a lease of the same shop to John Hakeburne.]

A. 7. 9 Oct. 13, 1392

Nouerint uniuersi quod inter Walterum Bowne de Oxonia drapere ex parte una & Iohannem Hakebourne brasiere ex parte altera conuentum est in hunc modum scilicet quod predictus Walterus concessit, tradidit & dimisit predicto Iohanni sub forma & condicionibus subscriptis unam shopam cum suis pert. in Oxonia in parochia beate Marie uirginis situatam inter tenementa prepositi & scolarium del Oriole ex utraque parte, habendam & tenendam predicto I. ad totam uitam suam de predicto Waltero & heredibus suis, reddendo inde annuatim predicto W., heredibus uel assignatis suis, durantibus duodecim annis & dimidio continue sequentibus post datam confeccionis presencium octo solidos argenti ad quatuor anni terminos uidelicet [Dec. 21, Mar. 25, June 24, Sep. 29] et post eosdem duodecim annos & dimidium uiginti solidos ad eosdem terminos si predictus Iohannes Brasiere dictos duodecim annos & dimidium superuixerit & dictam shopam tenere voluerit pro omni seruicio ulteriori & demanda. [The tenant will keep it in repair; the owner may distrain for the rent]. In cuius [&c. sealing], hiis testibus, Thoma Somersete tunc maiore uille Oxonie, Willelmo Palmere & Iohanne Northwode balliuis, Willelmo Daguyle, Ricardo de Garstone aldermannis, Willelmo Gerueys clerico & aliis. Dat' Oxonie terciodecimo die Octobris anno regni regis Ricardi secundi post conquestum sextodecimo.

357.

[John Greene confirms the shop to John Bereford.]

A. 7. 10 Jan. 7, 1407

Sciant presentes & futuri quod ego Iohannes Greene de Abyndone mercator concessi & hac presenti carta mea confirmaui Iohanni Bereforde de Oxonia iuniori totam illam shopam meam cum celario subtus eandem shopam que quidem shopa & celarium situantur in parochia sancte Marie uirginis Oxonie subtus quoddam solarium tenementi prepositi & scolarium cuiusdam collegii vocati vulgariter le Oryelle & inter tenementa eorundem prepositi & scolarium situata in parochia predicta ex utraque parte; habendam & tenendam predictam shopam & celarium cum omnibus pert. suis prefato I. Bereford & heredibus suis ac assignatis suis integre, libere, & in pace de capitalibus dominis

feodi illius per seruicia inde debita & de iure consueta imperpetuum. In cuius [&c. sealing], hiis testibus, Iohanne Sprunt maiore ville Oxonie, Iohanne Spycere & Iohanne Lodelōwe balliuis, Ricardo de Garstone, Iohanne Merstone, Edmundo de Kenyan, Waltero Daundeseye aldermannis, Iohanne Bereforde seniore, Waltero Colete, Iohanne Haseleye, Nicholao Nortone clerico & aliis. Dat' apud Oxoniam septimo die Ianuarii anno regni regis Henrici quarti post conquestum Anglie octauo.

358.

[John Horne, vicar of St. Mary's, quitclaims the shop to John Bereford.]

Nouerint uniuersi per presentes me Iohannem Horne[1] clericum uicarium ecclesie sancte Marie uirginis Oxonie remisisse & relaxasse ac omnino pro me, heredibus & assignatis meis imperpetuum quietum clamasse Iohanni Bereforde de Oxonia carnifici, heredibus & assignatis suis imperpetuum totum ius meum & clamium que habeo, habui seu quouismodo in futurum habere potero in una shopa cum celario subtus eandem shopam edificato situata in parochia sancte Marie uirginis Oxonie inter tenementa prepositi & scolarium collegii beate Marie vulgariter nuncupati le Oryelle in Oxonia ex utraque parte; ita quod nec ego [&c.]; in cuius [&c. sealing], hiis testibus, Waltero Daundesey maiore ville Oxonie, Willelmo Huchons & Iohanne North balliuis eiusdem, Iohanne Sprunt, Thoma Gibbys & Willelmo Bromptone aldermannis, Michaele Nortone clerico & aliis. Dat' apud Oxoniam tercio die Aprilis anno regni regis Henrici quinti post conquestum Anglie quinto. A. 7. 11 April 3, 1417

359.

June 28, 31 Eliz. [1589]; a lease of Edmund Lyllye, D.D., master of Balliol and the fellows to Thomas Gryme one of the 'yeomen bedelles of the University' of a seller with shop over the same in St. Mary's parish between a tenement of Oriel late in the tenure of Alderman Todde deceased, now of the said Thomas Gryme on the west, and a tenement of Oriel in the tenure of Garbrand Harkes on the east; for 40 years; rent 8*s*. A. 9. 17

360.

Dec. 31, 16 Jac. I, 1618; a lease to William Gough, tailor, of a 'seller' with a shop over the same in the parish of St. Mary between A. 9. 18

[1] This vicar is not given in Wood's *City of Oxford*, iii. 90.

a tenement of Oriel now or late in the tenure of Mrs. Crosseley, widow W., and a tenement of Oriel now or late in the tenure of Mrs. Garbrand, widow E.; for 40 years; rent 8*s.*

A. 9. 19 The counterpart.

361.

A. 9. 20 Dec. 31, 18 Car. I [1642]; a lease to Henry Cripps, stationer; the said Henry is W. and Toby Garbrand E.; the 'seller' measures 16 ft. N. to S., and 8 ft. E. to W., the shop 16 ft. N. to S., and 9 ft. E. to W.; for 21 years; rent 8*s.*

362.

A. 9. 21 June 12, 1657; a lease to Henry Cripps, stationer; same bounds and neighbours; 21 years; 8*s.*

A. 9. 22 The counterpart.

363.

A. 9. 23 Jan. 18, 19 Car. II, 166$\frac{7}{8}$; a lease to Robert Cripps, rector of the parish of Cuxham; late Henry Cripps W., now or late Toby Garbrand alias Harkes E.; 21 years; rent 8*s.*

A. 11. 1 The counterpart.

364.

A. 11. 2 Jan. 18, 166$\frac{7}{8}$; licence to Cripps to assign his lease to another.

365.

A. 11. 3 Jan. 29, 34 Car. II, 168$\frac{2}{3}$; a lease to William Taylor, apothecary; bounded as before; 21 years; rent 8*s.*

366.

A. 11. 4 Nov. 19, 4 Will. & Mary, 1692; his lease is renewed; bounds as before; 21 years; rent 8*s.*

367.

A. 11. 5 Oct. 14, 1 Anne, 1702; a lease to Elizabeth Taylor, widow, executrix of the will of William Taylor; the shop is in the occupation of



Map of 1814 showing the Balliol Shop, i.e. the Eastern Part of Bridgewater's

Gilbert Chandler, late Henry Cripps, between a dwelling house of Edward Bedford, plummer W. and a tenement in the occupation of William Pufford, coffeeman E.; 21 years; rent 8*s*.

The counterpart. A. II. 6

368.

Oct. 14, 11 Anne, 1712; a lease to James Almont, gent. and A. II. 7
Elizabeth Whateley, widow, executors of the will of Elizabeth Taylor; the shop is now in the occupation of Joseph Frogley, joiner, between the same neighbours; 21 years; rent 8*s*.

The counterpart. A. II. 8

369.

Oct. 14, 1712; licence to them to alienate their lease. A. II. 9

370.

Nov. 12, 1722; the College renews their lease; it is now in the A. II. 10
tenure of Richard Widdrington, painter, between a house now or late of John Maulden milliner W. and a tenement now or late in the occupation of widow Pufford E.; 21 years; rent 8*s*.

371.

Feb. 14, 13 Geo. II, $17\frac{39}{40}$; a lease to Charles May, chandler, and A. II. 11
William Cully, brewer, in trust for Elizabeth, Catherine, Sarah, Thomas, and Constance children of Thomas Whately late of the city of Oxford, milliner, and Catherine his wife, both deceased; the shop is now in the tenure of Benjamin Terrill, cook; neighbours as before; 21 years; rent 8*s*.

372.

Oct. 13, 1747; a lease to Charles May, chandler, and William A. II. 12
Cully, brewer; in trust for Elizabeth, Catherine, Sarah (now the wife of Charles Deverill), Thomas, and Constance Whately; rest as before; 21 years; rent 8*s*.

373.

Dec. 17, 1754; a lease to Elizabeth Whately, Sarah Whately, and A. II. 13
Constance Whately (spinsters); rest as before; 21 years; rent 8*s*.

The counterpart. A. II. 14

374.

A. II. 15 Oct. 18, 1769; a lease to John Wyatt, carpenter; rest as before; 21 years; rent 8*s*.

A. II. 16 The counterpart.

375.

A. II. 17 July 18, 1783; a lease to Thomas Pasco, druggist; it is in the occupation of the said Thomas; 21 years; rent £1 4*s*.

A. II. 18 The counterpart.

376.

A. II. 19 Dec. 10, 31 Geo. III, 1790; his lease is renewed; James Costan grocer is W., William Jones, silversmith, is E.; 21 years; rent £1 4*s*.

377.

A. II. 20 Jan. 11, 37 Geo. III, 1797; his lease is renewed; Blunt, breeches-maker, is E.; 21 years; rent £1 4*s*.

A. II. 21 The counterpart.

378.

A. II. 22 July 21, 1804; his lease is renewed; widow Jones is E.; 40 years; rent £1 4*s*.

A. II. 23 The counterpart.

379.

A. II. 24 Jan. 27, 60 Geo. III, 1820; a lease to James Hunt, druggist; Thomas Slatter, tailor, is E.; for 40 years from Oct. 10, 1817; rent £1 4*s*.; and also 1*s*. yearly for the two receipts or acquittances.

A. II. 25 The counterpart.

380.

A. II. 26 Jan. 31, 1832; a lease to Robert Sherwood Hartin, linendraper, late of Oxford, now of Worcester; the shop is now in the tenure of John Edwards; neighbours as before; 40 years from Oct. 10, 1831; rent £1 4*s*. and 1*s*.



HIGH STREET BEFORE 1872
Showing the shop which belonged to Balliol

Face page 210]

381.

[A valuation of the property, probably in 1846, with a view to a fine.]

	£	s.	d.
An estate belonging to Balliol Coll. being part of a shop and cellar [parish not mentioned] valued at	34	0	0
Reserved rent and acquittance .	1	5	0
Clear value	32	15	0
Three quarters of ditto . . .	24	11	3
Amount of fine	57	6	3

B. II. 29

382.

C. Neate of Oriel College writes, Dec. 4, 1846, that 'on the question of renewing the lease of the property which Oriel holds under Balliol' the College wished to know whether Balliol was inclined to sell the freehold; this Balliol may do under an Act for the improvement of the roads, of which Act Neate sends a copy.

R. Jenkyns writes from Balliol to the Bursar of Oriel on Dec. 8, that at a College meeting it was decided not to sell the freehold; though they were fully aware that they had the power of sale under that Act.

X. TENEMENTS IN THE PARISH OF ST. MARY MAGDALEN. 383-432.

In the parish of St. Mary Magdalen Balliol owned two properties on the west side of St. Giles's Street, which were sold to Worcester College in 1804 for the sum of £380; one of them is now no. 65 St. Giles's, the other was on the site of the Taylorian. The former seems to have been given to Balliol by Abdy and Rede in 1454, although the College was not enfeoffed until 1456 (see nos. 389 and 391); the latter can be traced to the year 1459 when it passed into the hands of George Neville, bishop of Exeter, a well-known benefactor of the College.

Worcester College, when it purchased these properties from Balliol, had also to buy the residue of the leases from the tenants, so that £380 does not represent the whole cost of them. In 1838 it sold to the University for £4550 a site for the Taylorian of which more than a third was represented by one of the two tenements that had been acquired from Balliol. In the deed of sale it is described as two messuages facing the street and three cottages in the yard behind.

The accompanying plan is made partly from the Ordnance Survey and partly from a plan of the site which was issued in 1839 to the Architects who supplied designs for the Taylorian Buildings.

1. No. 65 St. Giles's. 383–405.

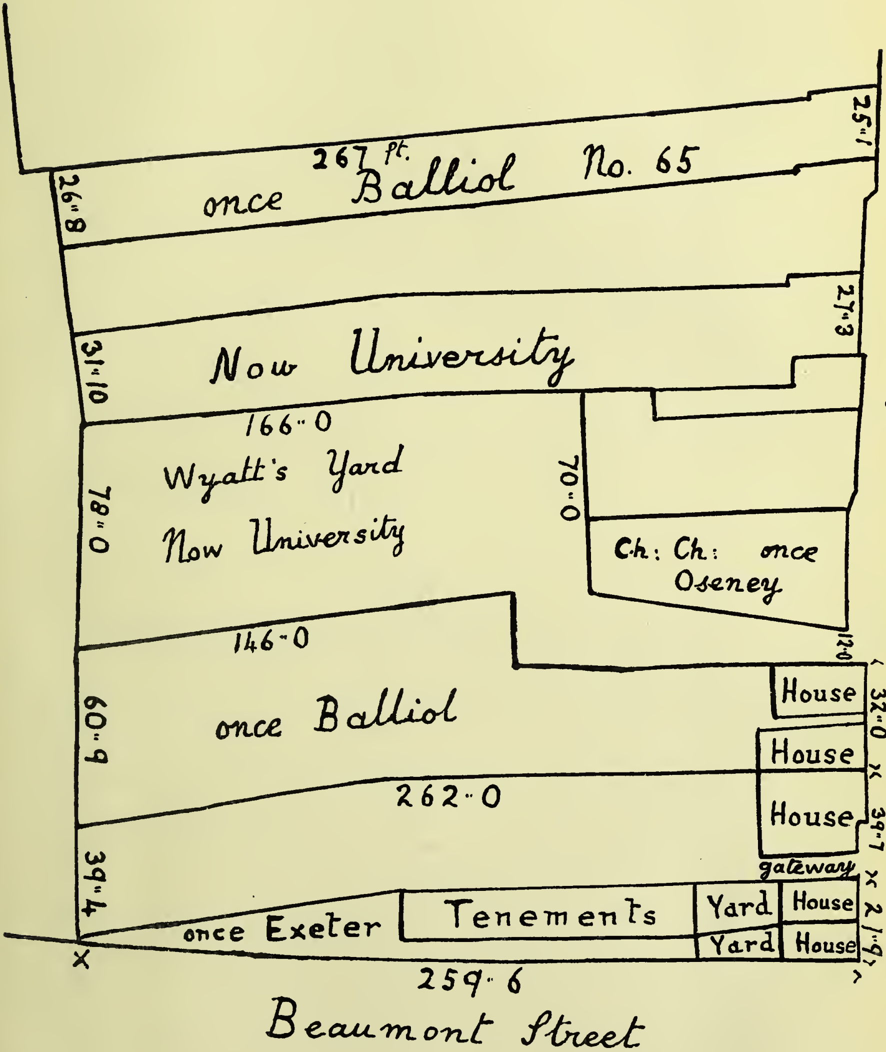
383.

[Gilbert Burton grants to John Bushe a lease of a toft for a hundred years.]

B. I. 73 Feb. 24, 1405

Hec indentura facta inter Gilbertum Burtone ex parte una & Iohannem Busshe ex parte altera testatur quod predictus Gilbertus concessit & ad firmam dimisit prefato Iohanni Busshe unum toftum situatum in parochia beate Marie Magdalene extra portam borialem ville Oxonie inter vacuam placeam ecclesie predicte ex parte australi et shopam ac vacuam paruam parcellam terre predicti Gilberti ex parte boriali, que quidem toftum & gardinum se extendunt a via regia ex parte orientali usque ad murum fratrum Carmelitarum ex parte occidentali; habendum & tenendum predictum toftum & gardinum cum clausuris & pertinenciis suis prefato Iohanni Busshe et assignatis suis a die dat' presencium usque ad finem termini centum annorum proximiorum sequencium & plenarie completorum post datam presencium pro decem marcis pre manibus solutis, ac eciam reddendo inde annuatim predicto Gilberto, heredibus seu assignatis suis unam rosam rubiam ad festum Natiuitatis sancti Iohannis Baptiste. Et predictus Gilbertus [&c. warranty]. In cuius [&c. sealing], hiis testibus, Edmundo Kenyan tunc maiore ville Oxonie, Willelmo Bromptone & Willelmo Offord tunc balliuis eiusdem ville, Ricardo Garstone, Iohanne Shawe seniore, Iohanne Merstone et Iohanne Spront tunc aldermannis, Iohanne Berforde bocher, Iohanne Lodlowe, Waltero Benham, Willelmo Irmonger, Ricardo Dyer, Willelmo Duke, Willelmo Reuelle, Thoma Hokyn, Ricardo atte Seler, Iohanne Hunche, Willelmo Baker, Iohanne Teyntone, Ricardo Howdene & multis aliis. Dat' apud Oxoniam die & festo sancti Mathie apostoli anno regni regis Henrici quarti post conquestum Anglie sexto.[1]

[1] With the seal of the mayor; an ox facing to the right. Endorsed 'Pro tenemento ex opposito alborum monachorum collegii.' In Wood's hand 'Ball's house'; but Wood was mistaken; Ball's house was not this tenement, but on the site of the Taylorian: see no. 417. It is obvious that deeds 383–93 are all about one tenement, and we know that they must refer to the more northern of the two Balliol tenements, because we learn from the rolls of Oseney abbey that Gilbert Burton, subsequently Balliol College, paid to Oseney a quitrent for a house which we are told by Oseney records was to the north of no. 70 St. Giles's Street.



THE SITE OF THE ASHMOLEAN

Face page 212]

384.

[Gilbert Burton quitclaims the property to John Bushe.]

Omnibus Cristi fidelibus ad quos presens scriptum peruenerit Gilbertus Burtone salutem in domino sempiternam. Nouerit uniuersitas uestra me remisisse, relaxasse & omnino pro me, heredibus et executoribus meis quietum clamasse Iohanni Busshe totum ius & clameum que habeo, habui vel aliquo modo in futurum habere potero in quodam tenemento in parochia beate Marie Magdalene situato inter vacuam placeam ecclesie predicte ex parte australi ex una parte et shopam ac vacuam paruam parcellam terre predicti Gilberti ex parte boriali ex altera parte, quod quidem tenementum cum gardino se extendunt a via regia ex parte orientali usque ad murum fratrum Carmelitarum ex parte occidentali; ita uero [&c.]: et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Willelmo Reuelle, Thoma Hokyn, Iohanne Hunche, Willelmo Cooke, Ricardo Howdene et multis aliis. Dat' in hundredo extra portam borialem ville Oxonie die Veneris proxima ante festum sancti Michaelis archangeli anno regni regis Henrici quarti post conquestum Anglie sexto.[1]

B. I. 74
Sept. 25, 1405

385.

[Ralf Bushe grants the tenement to John Felton.]

Sciant presentes & futuri quod ego Radulphus Busshe filius Iohannis Busshe dedi, concessi & hac presenti carta mea confirmaui domino Iohanni Feltone vicario ecclesie sancte Marie Magdalene in hundredo siue suburbio extra portam borialem Oxonie unum tenementum cum gardino adiacente in hundredo predicto in parochia sancte Marie Magdalene situatum inter tenementum Thome Suareston quondam Gilberti Burtone ex parte boriali & tenementum capelle beate Marie Virginis in ecclesia sancte Marie Magdalene predicte ex parte australi; habendum [&c.] prefato domino I., heredibus & assignatis suis in perpetuum de capitalibus dominis [&c.]. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Willelmo Herberfeld maiore ville Oxonie, Iohanne Estbur' & Iohanne Michelle balliuis eiusdem ville, Willelmo Bramptone, Thoma Couentre, Thoma Daggevyle, Iohanne North

B. I. 75
June 5, 1433

[1] Endorsed in Wood's hand 'the house where William Ball, yeoman bedle, liveth': but see the previous note.

aldremannis, Iohanne Bailly balliuo hundredi predicti, Michaele Nortone clerico & aliis. Dat' in eodem hundredo quinto die Iunii anno regni regis Henrici sexti post conquestum undecimo.[1]

386.

[John Felton grants the tenement to William Havilde and Joan his wife.]

B. I. 76 Jan. 14, 1434

Sciant presentes & futuri quod ego Iohannes Feltone vicarius ecclesie parochialis sancte Marie Magdalene Oxonie in hundredo siue suburbio extra portam borialem dedi, concessi et hac presenti carta mea confirmaui Willelmo Havilde alias Whatley et Iohanne uxori dicti Willelmi unum tenementum cum gardino adiacente in hundredo predicto in parochia sancte Marie Magdalene [&c. as in no. 385] australi; habendum [&c.] prefatis W. & I., heredibus & eorum assignatis imperpetuum de capitalibus dominis [&c.]; et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, magistro Nicholao Antewicelle utriusque iuris bacallario, Iohanne Qwarham, Stephano Braywelle, Iohanne Havilde alias Whatley, Iohanne Blakethorne, Thoma Adee, Ricardo Hauvelle (? Haubelle), Willelmo Kingeslay, Henrico Barwyke, Thoma Ward et Ricardo Attebelle et aliis. Dat' in eodem hundredo decimo quarto die mensis Ianuarii anno regni regis Henrici sexti post conquestum duodecimo.

387.

[William Havilde and his wife grant the tenement to Stephen Braywell.]

B. I. 77 Sept. 29, 1448

Sciant presentes & futuri quod nos Willelmus Hawfeld, alias dictus Whatley de Oxonia, & Iohanna uxor mea dedimus, concessimus & hac presenti carta nostra confirmauimus Stephano Braywelle de Oxonia unum tenementum cum gardino adiacente [&c. as in no. 385] australi; habendum [&c.] prefato S., heredibus & assignatis suis imperpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne Blakethorne, Henrico Berwyke, Willelmo Teyntone, Thoma

[1] With the mayor's seal, the ox facing the left. *Endorsed.* Ista carta recognita fuit coram maiore & balliuis infrascriptis, et sic irrotulatur in curia domini regis Oxonie tenta ibidem die Veneris proxima post festum sancti Kalixti martiris anno xii^{mo} regis infrascripti, uidelicet in rotulo dicti anni xii^{mi}. In a late hand 'Days house'; see 397–9.

Perkyns & Iohanne Aylewin balliuo ibidem & multis aliis. Dat' apud hundredum predictum penultimo die Septembris anno regni regis Henrici sexti post conquestum Anglie uicesimo septimo.

388.

[Release & quitclaim of the same tenement by the same parties to Stephen Braywell; same witnesses]; dat' apud hundredum predictum octauo die Octobris anno regni regis Henrici sexti post conquestum Anglie uicesimo septimo. **B. 1. 78** Oct. 8, 1448

389.

[William Prede and Robert Abdy enfeoff certain trustees.]

Sciant presentes & futuri quod nos Willelmus Prede & Robertus Abdye de Oxonia clerici dimisimus, feoffauimus & hac presenti carta nostra confirmauimus Roberto Thwatys, Thome Worthington, Roberto Norman, Iohanni Free, Ricardo Redman de Oxonia clericis unum tenementum cum gardino [&c. as in no. 385] australi; quod quidem tenementum nuper habuimus ex dono & feoffamento Stephani Braywelle; habendum [&c.] prefatis R., T., R., I., et R., heredibus & assignatis suis imperpetuum de capitalibus dominis [&c.]; in cuius [&c. sealing], hiis testibus, [as in no. 390]; dat' apud hundredum predictum decimo die Octobris anno regni regis Henrici sexti post conquestum tricesimo tercio. **B. 1. 80** Oct. 10, 1454

390.

[Stephen Braywell quitclaims to the same trustees.]

Omnibus Cristi fidelibus ad quos presens scriptum peruenerit Stephanus Braywelle de Oxonia salutem in domino. Noueritis me predictum Stephanum remisisse, relaxasse & omnino pro me & heredibus meis imperpetuum quietum clamasse Roberto Thwatys, Thome Worthyngtone, Roberto Norman, Iohanni Fre, Ricardo Redman clericis totum ius, clameum & titulum meum quod umquam habui, habeo seu in futurum habere potero de et in uno tenemento cum gardino adiacente [&c. as in no. 385] australi; ita quod nec ego [&c.]; et ego [&c. warranty]; in cuius [&c. sealing], hiis testibus, Iohanne Balymason, Iohanne Paage, Willelmo Tayntone, Iohanne Hunche, Roberto Palmerre et multis aliis. Dat' apud hundredum predictum decimo octauo die Octobris anno regni regis Henrici sexti post conquestum tricesimo tercio. **B. 1. 79** Oct. 18, 1454

391.

[The trustees enfeoff the master and scholars of Balliol.]

B. i. 82
Sept. 7,
1456

Sciant presentes & futuri quod nos Robertus Thwaytes, Thomas Worthyngton, Robertus Norman, Iohannes Free & Ricardus Redman de Oxonia clerici dimisimus, feoffauimus & hac presenti carta nostra confirmauimus magistro & scolaribus domus aule siue collegii de Balliolo in suburbio extra portam borialem Oxonie & successoribus suis unum tenementum cum gardino [&c. as in no. 385] australi; quod quidem tenementum nuper habuimus ex dono et feoffamento Willelmi Rede & Roberti Abdy clericorum; habendum [&c.] prefatis magistro & scolaribus et successoribus suis imperpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. In cuius [&c. sealing]; hiis testibus, Ricardo Spragot, Roberto Atwode, Benedicto Stokys & Willelmo Kylbeke bedell*is* de Oxonia, et aliis. Dat' septimo die Septembris anno regni regis Henrici sexti post conquestum Anglie tricesimo quinto.

392.

B. i. 81
Oct. 10,
1456

[Release & quitclaim of the same tenement by the same parties]; hiis testibus, Ricardo Spragot, Roberto Atwode, Iohanne Clerke, Willelmo Kylbeke & Willelmo Man' bedell*is* de Oxonia & aliis. Dat' decimo die Octobris anno regni regis Henrici sexti post conquestum Anglie tricesimo quinto.

393.

[Randulf Derluff grants the tenement to two clerks.]

B. i. 85
Mar. 20,
1502

Sciant presentes et futuri quod ego Randulphus Derluff clericus dedi, consessi et hac presenti carta mea confirmaui Richardo [*sic*] Bernyngham et Roberto Lake clericis totum illud tenementum cum gardino situatum in suburbio siue hundredo extra portam borialem inter tenementum Thome Swarestone et quondam Gilberti Burtone ex parte boriali & tenementum capelle beate Marie virginis in ecclesia beate Marie Magdalene ex parte australi, quod quidem tenementum nuper habui ex dono & feoffamento Roberti Abdy nuper magistri collegii de Balliolo; habendum [&c.] prefatis R. & R. et assignatis suis imperpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et ego [&c. warranty]. In cuius [&c.

sealing], dat' apud hundredum predictum uicesimo die mensis Marcii anno regni regis Henrici septimi post conquestum Anglie decimo septimo.

394.

June 13, 10 Eliz. [1568]; a lease to Richard Whytt, now cooke of the College, and Elizabeth his wife of a tenement and garden in the parish of St. Mary Magdalen between a tenement of Roger Huett S. and a tenement in the tenure of John C. . . ., mason N., street E., ground of St. John's College W.; for 40 years; rent 13*s*. 4*d*. B. 3. 39

395.

Apr. 18, 43 Eliz. [1601]; a lease to Leonard Maior, musitian, and Elizabeth his wife 'of the city of Oxford'; on the S. a tenement of William Prickett and a garden of William Mundey, a tenement in the tenure of Richard Needle N., ground of St. John's Coll. W., the road E.; for 40 years; rent 13*s*. 4*d*. B. 3. 40

396.

Nov. 6, 20 Jac. I [1622]; a lease to Thomas Wyands, cordwainer; a tenement of Robert Butler and a garden of William Munday S., Richard Needle N.; 40 years; rent 13*s*. 4*d*. B. 3. 41

The counterpart. B. 3. 42

397.

Mar. 22, 162$\frac{7}{8}$; a lease to Nicholas Day, whitebaker, neighbours as before; 40 years; rent 13*s*. 4*d*. B. 3. 43

398.

Sept. 12, 1649; his lease is renewed; neighbours as before; 40 years; 13*s*. 4*d*. B. 3. 44

399.

Dec. 18, 1663; a lease to Richard Day, whitebaker; neighbours as before; 40 years; 13*s*. 4*d*. B. 3. 45

The counterpart. B. 3. 46

400.

B. 3. 47 Mar. 3, 169$\frac{6}{7}$; a lease to William Ford of Newcastle-under-Lyme, clerk; a tenement now or late in the tenure of William Wildgoose S. and a garden now or late in the tenure of Thomas Annison, cooke, on N. a tenement now or late in the tenure of Edward Spencer and the Quakers; 40 years; rent 13*s.* 4*d.*

401.

B. 3. 48 Oct. 9, 1708; a lease to Jeremiah Franklin, carpenter, of a tenement late held by Richard Ford, clerk; Mary Fletcher is N.; 40 years; rent 13*s.* 4*d.*

B. 3. 49 The counterpart.

402.

B. 3. 50 Mar. 1, 173$\frac{7}{8}$, 11 Geo. II; a lease to Jeremiah Franklin; on the S. is the tenement now or late in the tenure of John Wright Esq., and a garden late in the tenure of widow Annison, on N. a tenement late in the tenure of Mary Fletcher and the Quakers' meeting house; 40 years; rent 13*s.* 4*d.*

B. 3. 51 The counterpart.

403.

B. 3. 52 Jan. 6, 25 Geo. II, 175$\frac{2}{3}$; a lease to Catharine Franklin, widow; neighbours as before; 40 years; 13*s.* 4*d.*

B. 3. 53 The counterpart.

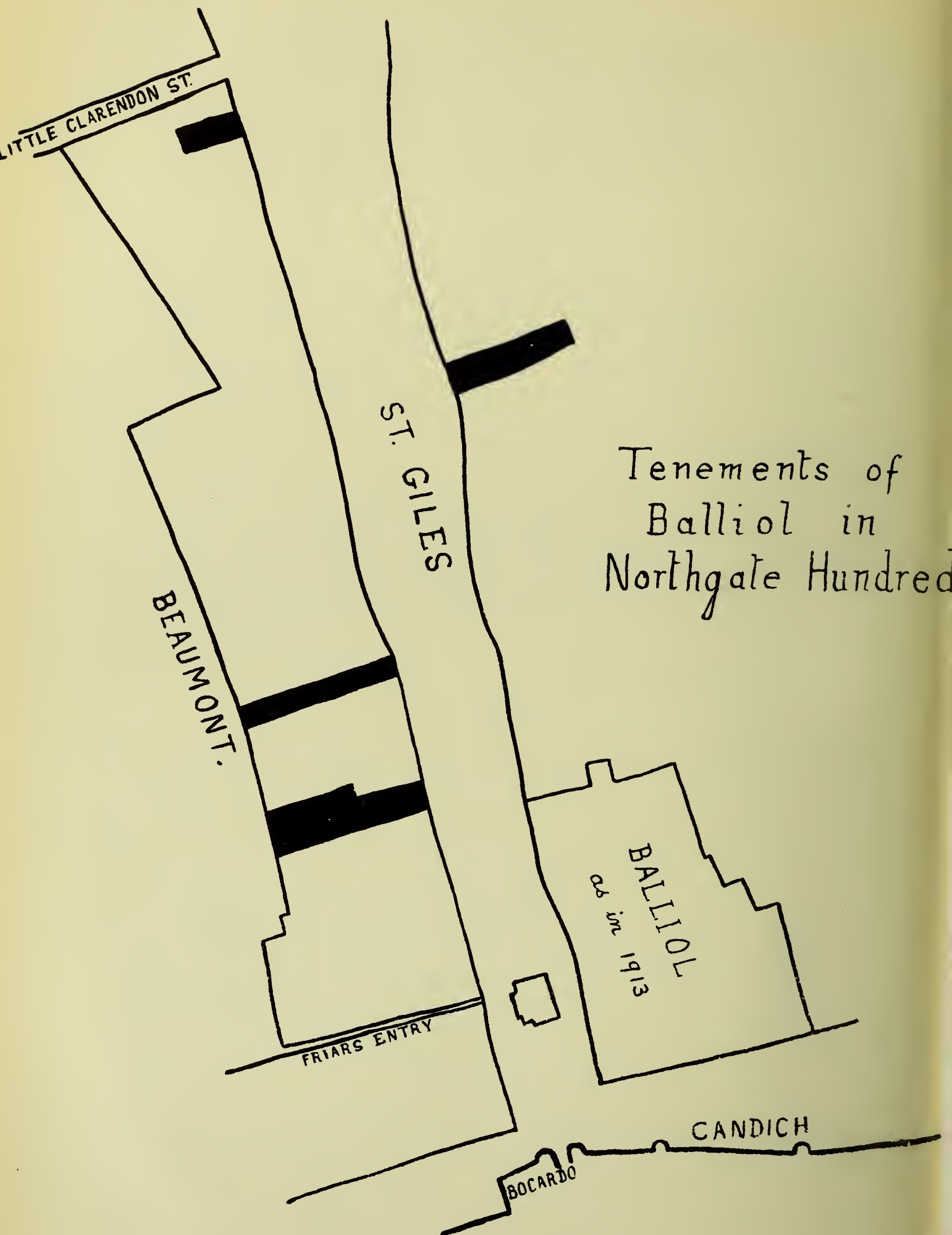
404.

B. 3. 54 June 2, 1769; a lease to Henry Keene Esq., of Ealing, Middlesex; S. is a tenement and garden in the tenure of Thomas Lucas, N. the Quakers' meeting house and a tenement and garden in the tenure of Major Hargreave; 40 years; 13*s.* 4*d.*

405.

B. 3. 55 July 24, 1777; a lease to Elizabeth Bentham, widow; neighbours as before; 40 years; 13*s.* 4*d.*

B. 3. 56 The counterpart.


Tenements of Balliol in Northgate Hundred
LITTLE CLARENDON ST.
ST. GILES
BEAUMONT.
BALLIOL
as in 1913
FRIARS ENTRY
CANDICH
BOCARDO

2. On the Site of the Taylorian. 406–29.

406.

[An agreement about houses in the parishes of St. Martin, St. Peter le Bailey, and St. Mary Magdalen.]

Hec est conuentio facta inter Henricum de Gamage & Agatham uxorem suam ex una parte, et inter Robertum de Gamage & Aliciam filiam predicte Agathe in festo sancti Hylarii anno regni regis [Henrici][1] filii regis Iohannis LIIII° uidelicet quod predictus Henricus & predicta Agatha ex eorum consensu tradiderunt & dimiserunt totas terras et redditus quas habuit predicta Agatha de dono Nicholai Scissoris patris sui in uilla Oxonie & in suburbio predicto Roberto & predicte Alicie, scilicet domum in Sewenestuchene in parochia sancti Petri de Ballio et duos solarios in parochia sancti Martini unum ex parte orientali & aliwn [*sic*] ex parte occidentali in magno uico Oxonie, et totum ius de selda in coruasia quam Petrus Godale quondam tenuit a predicto Nicholao Scissore patre predicte Agathe; et domum ex opposito aule domini regis in parochia beate Marie Magdalene; et duos solidos et duos denarios de domo Randulfi Pageman in parochia sancti Egidii; ita uidelicet quod predictus Robertus & predicta Alicia & eorum heredes uel eorum assignati predicto Henrico & predicte Agathe uel eorum assignatis, quamdiu uixerint, reddent annuatim LX solidos sterlingorum ad quatuor anni terminos, scilicet ad Pascha XV solidos et ad Natiuitatem sancti Iohannis Baptiste XV solidos et ad festum sancti Michaelis XV solidos et ad Natale Domini XV solidos. Et si contingat quod predictus redditus ad predictos terminos non fuerit solutus, licebit predicto Henrico & predicte Agathe uel eorum assignatis, quamdiu uixerint, in omnibus predictis tenementis habere liberum introitum & exitum sine omni impedimento & contradiccione ad distringendum & namiandum de die in diem quousque plenarie satisfactum sit. Et si contingat quod predictus Henricus & predicta Agatha domum in Sewenestuchene uelint inhabitare, licebit eis sine aliqua contradictione, quamdiu uixerint, ibidem manere pro duabus marcis quolibet anno, ita uidelicet quod ille due marce computentur et locentur infra predictos LX solidos. Et ut hec conuencio rata sit & stabilis predicte partes alternatim in modum cyrographi sigilla sua apposuerunt, hiis testibus, Iohanne de

A. 10. 1
Jan. 13, 1270

[1] Not in MS.

Coleshulle tunc maiore Oxonie & Galfrido Aurifabro & Philippo de Ew tunc balliuis, Nicholao de Kyngestune, Galfrido de Hengesheye, Adam filio Walteri, Andrea de Durham, Iohanne Culuerd, Ricardo de Cantuaria, Helya le Quilter, Henrico filio Milonis, Iohanne Filekyng et multis aliis.[1]

407.

[Richard Overhe grants a tenement to John de Wynchindone.]

B. i. 86 Mich. 1290– Mich. 1291

Sciant presentes & futuri quod ego Ricardus Ouerhe dedi, concessi & hac presenti carta mea confirmaui Iohanni de Wynchindone & Ysabelle uxori sue totum illud mesuagium cum omnibus suis pertinenciis quod situm est in parochia beate Marie Magdalene in suburbio Oxonie inter terram Henrici Huwain ex parte una & terram quondam Iohannis le Forbur ex altera sub feodo preceptoris de Couele; habendum & tenendum de me & heredibus meis uel meis assignatis sibi & eorum heredibus uel eorundem assignatis libere, quiete, integre, bene & in pace in perpetuum, reddendo inde annuatim michi & heredibus meis uel meis assignatis quatuor solidos argenti ad quatuor terminos anni, uidelicet ad festum beati Iohannis Baptiste duodecim denarios & ad festum sancti Michaelis duodecim denarios & ad festum Natalis Domini duodecim denarios & ad festum beate Marie in Marcio duodecim denarios pro omni seruicio seculari, exaccione & demanda, saluo redditu dominis capitalibus feodi debito & consueto. Et ego [&c. warranty]. Et predicti uero Iohannes & Ysabella uxor eius & eorum heredes uel eorundem assignati predictum mesuagium cum omnibus suis edificiis sustentabunt, emendabunt & reedificabunt, ita quod nec predicti Iohannes & Ysabella nec eorum heredes nec assignati nullum uastum neque strepementum in totum predictum tenementum neque in arboribus crescentibus de cetero facere possint. Pro hac autem donacione [&c.] dederunt michi predicti Iohannes & Ysabella uiginti solidos sterlingorum pre manibus. Et ut [&c.

[1] It is uncertain whether this charter refers to any of the tenements which passed into the hands of Balliol; but the Hundred Rolls mention a house on the west side of St. Giles's Street, near or on the site of the Taylorian, which had been sold by Henry Gamage, before 1279. The 'king's hall' was what afterwards became the house of the Carmelites. A tenement on the west side of St. Giles's might be described as 'over against the king's hall'. The Gamages also had a tenement on the other side of the road near the S.W. corner of Balliol, but this would be 'over against the church', not the king's palace.

alternate sealing], hiis testibus, Iohanne de Eu tunc maiore Oxonie, Willelmo de Wodesdone & Roberto de Wormenhale tunc balliuis eiusdem, Henrico Ouwein, Philippo de Eu, Iohanne Culuerd, Willelmo de Lamburne clerico & aliis.[1]

408.

[John son of Robert the tailor grants a messuage to John de Suttertone.]

Sciant presentes & futuri quod ego Iohannes filius Roberti Scissoris **B. I. 88**
dedi, concessi & hac presenti carta mea confirmaui Iohanni de **Dec. 29, 1332**
Suttertone de Oxonia & Dyonisie uxori sue quoddam mesuagium[2] cum pertinenciis in suburbio & hundredo extra portam borealem Oxonie in parochia beate Marie Magdalene situatum inter tenementum Ricardi de Iarpunville ex parte boreali & tenementum Thome Bost ex parte australi; habendum [&c.] prefatis I. & D. & heredibus ac assignatis ipsius I. libere, integre, bene & in pace in perpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et ego [&c. warranty]. Pro hac autem donacione [&c.] dederunt michi predicti I. & D. quandam summam pecunie pre manibus. In cuius [&c. sealing], hiis testibus, Iohanne de Wodestoke tunc balliuo illius hundredi, Iohanne filio Willelmi Bost, Henrico de Bramptone, Thoma de Saunford, Thoma Bost, Ricardo de Iarpunuille, Adam Iarum, Roberto Ouerhe, Willelmo de Cnaresburg & aliis. Dat' in suburbio predicto die Martis in festo sancti Thome archiepiscopi anno regni regis Edwardi tercii post conquestum sexto.

409.

[John Carlil grants a lease to Isabella le Gurdler.]

Inter nos Iohannem Carlil surgyon de London' & Iohannam uxorem **B. I. 88 b**
meam ex parte una & Isabellam le Gurdlere de Oxonia ex parte altera **Apr. 6, 1349**
conuentum est in hunc modum uidelicet quod nos predicti Iohannes &

[1] With the seal of John de Winchedone, a quatrefoil. The Templars of Cowley had but one property in this parish, it was 74 St. Giles's, now the site of the new buildings of the Ashmolean. We are therefore forced to the conclusion that this charter is about the Balliol tenement, which lay next to no. 74 on the south; but it must be confessed that none of our other records, describing the northgate hundred in 1279 and 1291, mention John the Furbur, or Richard Overhee, or Henry Owain as owning or holding tenements at this spot.

[2] Probably only the southern half of the Balliol tenement.

Iohanna concessimus & tradidimus eidem Isabelle unum mesuagium cum pert. in suburbio extra portam borialem Oxonie situatum in parochia beate Marie Magdalene Oxonie inter tenementum abbatis & conuentus de Oseneya ex parte una [1] & tenementum quod fuit Iohannis de Suttertone [2] ex parte altera; habendum [&c.] predicte I. ad totum terminum uite sue de nobis & heredibus nostris, reddendo inde & faciendo annuatim capitalibus dominis feodi illius seruicia inde debita & consueta & nobis & heredibus nostris annuatim ad festum Natiuitatis sancti Iohannis Baptiste unam rosam. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne Saucer, Stephano de Meritone, Willelmo Sturthup, Adam de Chisilhamptone, Galfrido Burghe & aliis. Dat' in suburbio predicto die Lune proxima ante festum Pasche anno regni regis Edwardi tercii post conquestum vicesimo tercio.

410.

[Joan widow of William Salf grants a lease to Richard Bourghe.]

B. 1. 89
Sept. 16, 1373

Nouerint uniuersi quod inter Iohannam que quondam fuit uxor Willelmi Salfe de Oxonia bocher ex parte una & Ricardum Bourghe & Iohannam uxorem eius ex parte altera conuentum est in hunc modum uidelicet quod predicta Iohanna Salf' uxor predicti Willelmi Salf' sub forma & condicionibus subscriptis concessit, tradidit & dimisit predictis Ricardo & Iohanne unum mesuagium cum pert. in suburbio Oxonie extra portam borialem situatum in parochia sancte Marie Magdalene inter tenementum Ricardi Iarme ex parte australi & tenementum Ricardi Iarpunville ex parte boriali; habendum [&c.] predictis R. & I. & heredibus eorum ac eorum assignatis ad totam uitam ipsius Iohanne que fuit uxor predicti Willelmi, reddendo & faciendo pro predicta Iohanna que fuit uxor predicti Willelmi capitalibus dominis feodi illius & aliis seruicia & redditus inde debita & consueta, reddendo eciam eidem Iohanne ad totam uitam suam sex solidos & quatuor denarios ad quatuor anni terminos Oxonie usuales equis porcionibus & unam tunicam cum capicio precii quatuor solidorum ad festum Natiuitatis [*sic*] domini ac eciam esculenta & poculenta cum indiguerit. [The tenants will do the repairs. Joan will warrant 'ad totam vitam suam'].

[1] No. 73 St. Giles's. The Balliol tenement might be described as bounded either by no. 74 or by no. 73 St. Giles's; for the former was the boundary to the west, the latter to the east.

[2] Sutterton held the southern part of the Balliol tenement; see no. 408.

In cuius [&c. sealing], hiis testibus, Iohanne Hertewelle tunc maiore ville Oxonie, Ricardo Salesbury & Waltero Torre tunc balliuis eiusdem ville, Ricardo Adyngtone, Iohanne Grittone, Thoma Wormenhale, Roberto Deye, Reginaldo Westouere clerico & aliis. Dat' apud suburbium predictum die Ueneris proxima post festum Exaltacionis sancte Crucis anno regni regis Edwardi tercii post conquestum quadragesimo septimo.

411.

[Thomas Herberfeld grants a messuage to George Neville and others.]

Sciant presentes & futuri quod nos Thomas Herberfelde de Oxonia & Margareta uxor mea dedimus, concessimus & hac presenti carta nostra confirmauimus Georgio Neuille Exoniensi episcopo, Willelmo Lambtone, Roberto Abdy clericis, Willelmo Kylbeke armigero & Iohanni Page de Oxonia totum illud mesuagium nostrum situatum in suburbio extra portam borialem Oxonie in parochia sancte Marie Magdalene inter tenementum cantarie beate Marie uirginis eiusdem ecclesie & quondam Iohannis Gloucestre ex parte australi & gardinum Petri Marmyone gentilman & quondam Edmundi Forster ex parte boriali; habendum [&c.] prefatis G., W., R., W., & I., heredibus & assignatis suis imperpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Thoma Havylle, Willelmo Raa, Willelmo Taynton, Iohanne Hunche, Iohanne Ady de eadem parochia & aliis. Dat' apud Oxon' penultimo die Februarii anno regni regis Henrici sexti post conquestum Anglie tricesimo septimo.

B. I. 83
Feb. 27, 1459

Endorsed. Newelle. Pro domo Kylbek.

412.

[Thomas Cysson quitclaims to Thomas Peyrson and John Robinson.]

Omnibus Cristi fidelibus ad quos presens scriptum peruenerit Thomas Cysson salutem. Noueritis me predictum Thomam remisisse, relaxasse & pro me & heredibus meis quietum clamasse Thome Peyrson et Iohanni Robynson totum ius meum & clameum quod unquam habui, habeo, seu in futurum habere potero de & in uno tenemento cum gardino & pertinenciis situato in suburbio extra portam borialem Oxonie

B. I. 84
May 4, 1500

in parochia sancte Marie [*sic*] Oxonie inter tenementum cantarie beate Marie uirginis eiusdem ecclesie et quondam Iohannis Gloucestrie ex parte australi et gardinum Petri Marmion gentilman[1] et quondam Edmundi Fostar ex parte boriali; habendum & tenendum [&c.] prefatis T. & I. imperpetuum, ita quod [&c.]; in cuius [&c. sealing], hiis testibus, Henrico Talliour, Thoma Smythe, Roberto Iakson et multis aliis. Dat' apud hundredum predictum in predicto suburbio anno regni regis Henrici septimi post conquestum Anglie quintodecimo mensis Maii quarto.

Endorsed. 'Pro domo buttans erga Carmelitanos occi*dental*', ubi mansit uxor Kylbek.'

413.

B. 3. 19 Dec. 14, 1536; a lease by Balliol to Laurence Atkynson of a tenement in the parish of St. Mary Magdalen between a tenement 'pertaining to Mary Mawdelyne Chapell, in the which John Stagpole holdeth' S., and a tenement of the monastery of Osney in which Mistres Thickett doth inhabit N., the highway E. and the White Friars W.; for 21 years; rent 16*s.*[2]

414.

B. 3. 1 Sept. 20, 4 & 5 Phil. & Mary [1557]; the College grants a lease to Edward Brooke alias Lytle, brewer, and Margerie his wife, of a tenement with garden in the parish of St. Mary Magdalen between Roger ? Thikett N. and Richard Edwards S. and the road E.; for 41 years; rent 20*s.*

415.

B. 3. 2 Ap. 18, 43 Eliz. [1601]; a lease to John Head, husbandman, of a tenement and garden between a tenement in the occupation of William Simons N. and a tenement in the occupation of John Barnes S.; 40 years; rent 20*s.*

B. 3. 3 The counterpart.

[1] Probably Marmion held no. 74, Wyatt's yard.

[2] It is probable that this lease refers to the tenement on the site of the Taylorian and not to no. 65 St. Giles's. Both these tenements had properties of the church of St. Mary Magdalen on the south; also they both had properties of Oseney on the north; for 64 St. Giles's paid a quit rent to Oseney and 73 St. Giles's was held by Oseney in demesne; but although it was common in the thirteenth and fourteenth centuries to describe as the property of Oseney any tenement which paid a feudal rent to the abbey, it was not usual in the fifteenth and sixteenth centuries.

416.

Oct. 20, 11 Jac. I [1613]; a lease to Joane Herd, widow; Lucas Eaton is S.; 40 years; rent 20*s*. B. 3. 4

The counterpart. B. 3. 5

417.

Nov. 7, 13 Car. II [1661]; a lease to William Ball of the University of Oxford, yeoman, of a tenement, between a tenement in the occupation of Thomas Wicks gent. N., widow Robinson S., 40 years; rent 20*s*. B. 3. 6

The counterpart. B. 3. 7

418.

A licence to Ball to alienate his lease; same date. B. 3. 8

419.

Oct. 20, 27 Car. II [1675]; his lease is renewed; late Thomas Wicks N., Antony Kersley S.; 40 years; rent 20*s*. B. 3. 9

420.

May 10, 1690; a lease to Martha Ball, widow; same neighbours; 40 years; rent 20*s*. B. 3. 10

421.

Sept. 1, 1705; a lease to Richard Hedges, tailor; same neighbours; 40 years; rent 20*s*. B. 3. 11

The counterpart. B. 3. 12

422.

Ap. 10, 1719; a lease to Walter Payne, mealman; widow Thompson N., Richard Broadwater S.; late in the tenure of Richard Hedges; 40 years; rent 20*s*. B. 3. 13

423.

Oct. 20, 7 Geo. II [1733]; a lease to Mary Payne, widow; Dorothy Thompson, widow, N., Charles May, grocer, S.; Mary Payne and Tobias Bennett her undertenant occupy it; 40 years; rent 20*s*. B. 3. 14

424.

B. 3. 15 Oct. 13, 21 Geo. II [1747]; a lease to William Cully, brewer; same neighbours; it is now occupied by James Croney or Elizabeth his wife; 40 years; rent 20*s.*; in trust for Elizabeth, wife of James Croney, by virtue of the will of Mary Payne.

B. 3. 16 The counterpart.

425.

B. 3. 17 Oct. 14, 15 Geo. III [1775]; a lease to Thomas Chandless, currier; Alexander Thompson bookbinder is N., Richard Ward yeoman S.; it is occupied by Richard Dewe; it was once demised to William Cully; 40 years; rent 20*s.*

B. 3. 18 The counterpart.

426.

B. 4. 3 A letter from the Provost of Worcester College to the Master of Balliol, dated Mar. 23, 1803, saying that Worcester College would be glad to purchase any holding of Balliol between St. Giles's St. and 'the Beaumonts', lying between Mrs. Tomkys's house N. and Friar's Entry S., with a view to the improvement which Worcester contemplates.

427.

B. 4. 3 Feb. 12, 1804, Balliol answers in reply to the letter of the Provost of Worcester asking to be allowed to purchase any property between Friar's Entry S. and the passage to the Quakers' meeting house N., that the only property Balliol possesses here is (*a*) a house and premises leased to late Rev. Mr. Bentham from Mich. 1790 for 40 years, at a reserved rent of 13*s.* 4*d.*; (*b*) a dwelling-house, shop, offices and large garden in the occupation of Mr. Dew, and a dwelling-house and stables in the occupation of Mr. Cooper, the whole let to Mr. Dew from Michaelmas 1789 for 40 years at a reserved rent of £1; Balliol will sell for £380, and would like to have an answer at once, as the College is making arrangements respecting a purchase.

428.

B. 4. 3 Mar. 9; Balliol writes to the Visitor of the College for permission to sell these houses to Worcester College. 'It is their wish to open a wide and handsome avenue from the front of the College to St. Giles

St., and they are desirous also of obtaining such a quantity of ground in the immediate neighbourhood on both sides of this avenue as may be sufficient for the erection of some respectable houses on each side of this avenue.' The fines on the houses are equal to £80 every 14 years. The College proposes to keep £80, which represents the fines now due, and to 'vest' the rest, £130 in the redemption of Land tax and £170 in the purchase of a small estate which Balliol holds by lease from Magdalen College. The transaction may be done either under the Paving Act or under an Act obtained by Worcester College many years since for this purpose.

429.

A valuation of the premises by John Hudson, Dec. 30, 1803.

Dwelling-house, offices and gardens late in the occupation of Rev. Mr. Bentham . . . . . 30 guineas. B. 4. 3

Dwelling-house with shop, occupied by Mrs. Dewe, £9
Dwelling-house with a washhouse, in the occupation of Mr. Cooper, £11 . . . .
Two stables in the occupation of Mr. Cooper, £4 .
A large garden near ¼ of an acre, £4 . . .
} £28

Calculation of the value of the fee simple:

Bentham's house, clear annual value	31	13	4
Deduct reserved rent		13	4
	31	0	0
At 20 years' purchase			20
	620	0	0
Add the reserved rent 13*s*. 4*d*. at 30 years' purchase .	20	0	0
	640	0	0
Deduct Bentham's interest, viz. the present value of an annuity of £31 for the next 27 years; according to the tables	453	18	0
	186	2	0

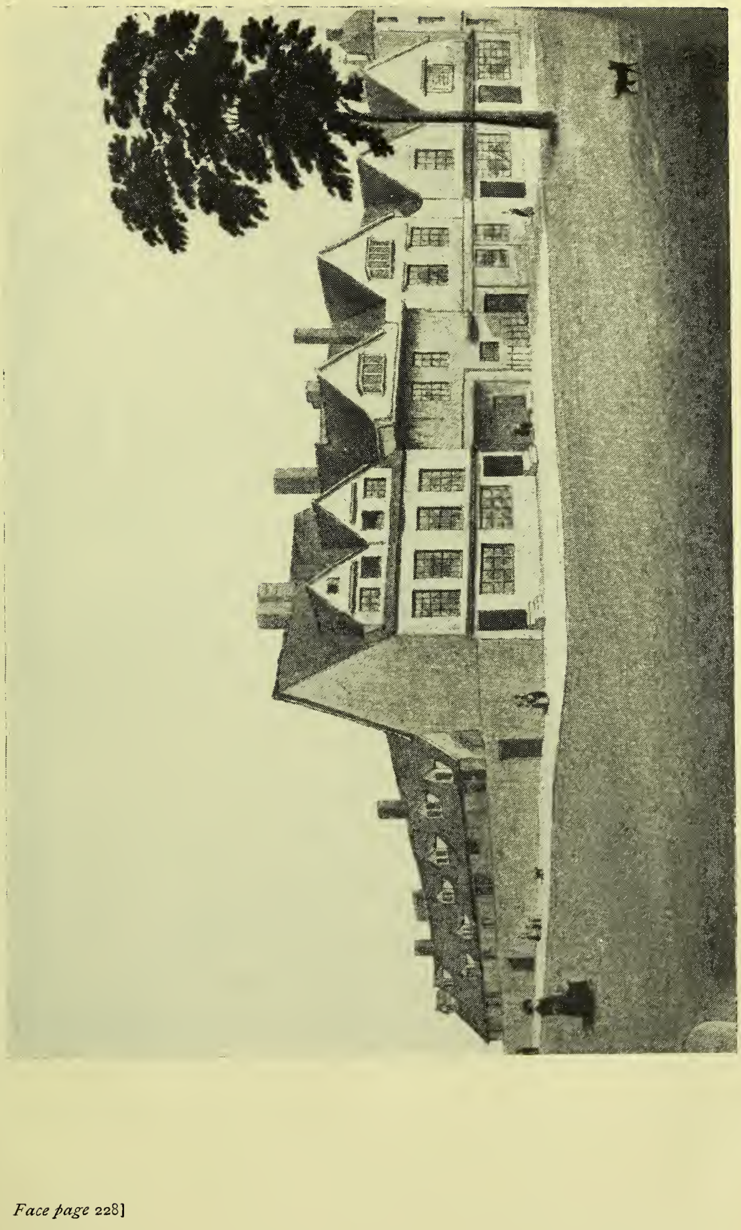
	£	s.	d.
Dewe's house, clear annual value	28	0	0
Deduct reserved rent	1	0	0
	27	0	0
At 20 years' purchase			20
	540	0	0
Reserved rent of £1 at 30 years' purchase	30	0	0
	570	0	0
Deduct Dewe's interest, viz. the present value of an annuity of £27 for the next 26 years at 5 per cent.; according to the tables	388	2	0
	181	18	0

£	s.	d.	
186	2	0	
181	18	0	
368	0	0	say £380.

Mode of applying this sum:—	£	s.	d.	
Bentham's fine at $1\frac{1}{2}$ years . . .	46	10	0	} every 14 years.
Dewe's „ „ . . .	40	10	0	
	87	0	0	
Annual average amount . .	6	4	$3\frac{1}{2}$	
Add reserved rents . . .	1	13	4	
	7	17	$7\frac{1}{2}$	

	£	s.	d.
Fines now due to College: Dewe's	40	10	0
Bentham's (13 years only elapsed)	41	6	8
	81	16	8

£	s.	d.	
368	0	0	
81	16	8	
286	3	4	to be applied to the permanent advantage of the Society.



Houses on the Site of the Ashmolean

Face page 228]

3. Small Shops at the SW. Corner of the College, Bought from the Town.

430.

Jan. 11, 18 Car. II, 1669; a lease by the City to Francis Wild- B. 3. 72
goose, tailor, 'of three little narrow shopps, containing in breadth 5 ft. 8 in.' lying W. of a tenement of Balliol 'being the corner tenement adjoininge to the Katharine Wheele' and another piece of ground 'which is paled in and layd to the S. part of the said tenement of Balliol College' being 4 ft. 8 in. broad and extending eastward from the corner of the said tenement 24 ft. 4 in. 'the said shop and piece of ground being heretofore inclosed out of the waste ground of the said Mayor, Bailiffs and Comminalty', now in the tenure of Francis Wildgoose; for 40 years; rent 1*s*., payable to the Chamberlains; Wildgoose will pitch and pave the road opposite the demised premises, when necessary, as far as the 'cheynell'.

Endorsement. July 4, 1681, Francis Wildgoose assigns the residue of the lease to Richard Plott the elder.

431.

May 25, 1699; Sarah Platt, spinster, executrix of the late Ann B. 3. 71
Platt of the City of Oxford, who was widow of the late Richard Platt, sells the residue of the lease to Balliol College.

432.

Sept. 25, 1705; the City grants to Balliol for £10 a lease of a B. 3. 67
piece of ground whereon three little shops were formerly erected, containing 5 ft. 8 in. in breadth, on the W. side of the New Buildings[1] of the said College and adjoining to the Catherine Wheel, and 'a piece of ground on the S. part of the tenement of Balliol which is lately demolished, and whereon the said New Buildings are erected,' measuring, 4 ft. 8 in. in breadth and 24 ft. 4 in. in length; which premises are taken in and built upon by the said Master and Scholars of Balliol; for 1000 years; rent a peppercorn.

[1] The Bristol Buildings erected 1700–1704.

XI. TENEMENTS IN THE PARISH OF ST. GILES. 433–535.

1. Nos. 13 and 14 St. Giles's Street. 433–76.

In the parish of St. Giles the College holds two houses on the east side of the street on the north side of the Lamb and Flag, numbered 13 and 14. The College has no deeds to show how or when they were obtained. It seems that nos. 433, 434 refer to no. 14 St. Giles's, and 435–41 to no. 13, which lies next to it on the south. We are justified in referring 433 and 434 to one tenement, for if we compare 435 and 437 we learn that Thomas de Bowys held the house which once belonged to Peter de Milton (= Middelton). It will be observed that no. 13 St. Giles's passed into the hands of Isabella Chisilhampton in 1371, so that it may be the tenement in the parish of St. Giles mentioned by Robert Chisilhampton in his will (see no. 63). Possibly these two houses were acquired by Balliol when the tenement at the south-west corner of the College was obtained (see nos. 53-63).

433.

[Peter de Middeltone grants a lease to Henry de Berwyke.]

A. 2. 44 Mich. 1289–Mich. 1290

Hec est conuencio facta inter Petrum de Middeltone ex una parte & magistrum Henricum de Berwyke ex altera uidelicet quod dictus Petrus tradidit, concessit & ad firmam dimisit predicto magistro Henrico unum mesuagium cum omnibus suis pertinenciis a festo beati Michaelis anno regni regis Edwardi septimodecimo usque ad finem decem annorum proximo sequencium & plenarie completorum; quod autem mesuagium situm est inter mesuagium Rogeri Hering a parte boriali & mesuagium quod quondam fuit Iohannis de Cumtone a parte australi in parochia sancti Egidii in suburbio Oxonie; habendum & tenendum dictum mesuagium cum omnibus suis pertinenciis predicto magistro Henrico uel suis assignatis & cuicumque uel quibuscumque illud assignare uoluerit usque ad terminum decem annorum prenominatorum, & contra omnes warantizabunt, acquietabunt & secure defendent & suis propriis sumptibus & expensis sufficienter sustentabunt, & sicut decet emendabunt. Pro hac autem traditione, concessione, & dimissione predictus magister Henricus dedit predicto Petro quamdam summam pecunie bone & legalis monete. De qua pecunie summa dictus Petrus seipsum vocat pacatum totaliter & expresse pro toto tempore decem annorum predictorum. Si autem dictus Petrus & heredes sui uel sui assignati in reparacione dicti

mesuagii uel aliqua eius parte sive in constructione necessaria de nouo facienda quod absint [*sic*] defecerint uel eorum aliquis defecerit, cuius occasione dictus magister Henricus aliquod dampnum incurrerit uel sumptus & expensas fecerit, quod dictus magister Henricus ultra dictum terminum decem annorum predictorum dictum mesuagium retineat quousque tam de dampnis suis quam expensis sibi uel suis assignatis in omnibus hiis satisfiat ad plenum. In cuius rei testimonium partes predicte presenti scripto ad modum cyrographi confecto alternatim sigilla sua apposuerunt; hiis testibus, Nicholao Aurifabro tunc maiore Oxonie, Thoma de Sowy & Ricardo le Spicer tunc ballivis eiusdem ville, Henrico Ewyn, Iohanne Culuert, Philippo de Ew, Iohanne de Ew, Waltero Bost, Roberto de Brackele, Iohanne de Eynesham, Iohanne de Radford, Ricardo de Westmonasterio & aliis.

434.

[Peter de Herdwyke grants a messuage to Thomas de Bowys.]

Sciant presentes & futuri quod ego Petrus de Herdwyke de Oxonia clericus dedi, concessi & hac presenti carta mea confirmaui Thome de Bowys clerico quoddam messuagium cum curtilagio & pertinenciis in suburbio & hundredo extra portam borealem Oxonie in parochia sancti Egidii situatum inter tenementum quondam Thome Bost ex parte una & tenementum Thome de Becheye & Rosie uxoris sue ex parte altera & quod habui ex dono & concessione Margarete le Monke de Adyngtone; habendum & tenendum dictum mesuagium cum curtilagio & pertinenciis prefato Thome de Bowys heredibus ac assignatis in perpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne le Peyntour, Ricardo de Iarpunville, Willelmo de Cnaresburg', Iohanne de Sutertone, Ricardo de Adyngtona, Ricardo de Bladene, Waltero le Mareschal & aliis. Dat' in hundredo predicto octauo die mensis Iulii anno regni regis Edwardi tercii post conquestum duodecimo.

A. 2. 4
July 8, 1338

435.

[Thomas Bost grants a messuage to Isolda his daughter.]

Sciant presentes & futuri quod ego Thomas Bost dedi, concessi, & hac presenti carta mea confirmaui Isolde filee mee quoddam mesuagium cum crofto adiacente & suis pertinenciis in suburbio Oxonie in

A. 2. 5
Aug. 26, 1332

parochia sancti Egidii, situatum inter tenementum quod fuit Petri de Miltone ex parte una & tenementum Henrici le Sclattere ex parte altera; dedi eciam eidem Isolde tres rodas terre arabilis in Ehyteacre simul iacentes inter terram Iohannis de Abyndone ex parte una & terram Iohannis Cuddyng ex parte altera; dedi eciam eidem Isolde unam rodam terre arabilis in Etoneweye inter terram Iohannis Cuddyng ex parte una & terram que quondam fuit Iohannis de Hamptone ex parte altera; habendum & tenendum predictum mesuagium cum crofto, terris & suis pertinenciis prefate Isolde, heredibus & assignatis suis libere, integre, bene & in pace in perpetuum de capitalibus dominis feodorum illorum per seruicia inde debita & de iure consueta. Et ego vero predictus Thomas Bost & heredes mei [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iosep de Wodestoke tunc balliuo illius hundredi, Willelmo de Burecestria, Andrea de Wormenhale, Henrico de Bramptone, Nicholao de Haylesdone, Iohanne filio Willelmi Bost, Ricardo de Adyngtone, Iohanne Cuddyng & aliis. Dat' in suburbio predicto die Mercurii proxima post festum sancti Bartholomei apostoli anno regni regis Edwardi tercii post conquestum sexto.

436.

[Isolda Bost confirms a rent to her father from the same messuage.]

A. 2. 6 Aug. 27, 1332 Notum sit uniuersis quod ego Isolda filia Thome Bost in ligea potestate mea concessi & hoc presenti scripto confirmaui eidem Thome Bost patri meo ad totum terminum vite sue tres solidat*as* & quatuor denarat*as* annui redditus exeuntes de quodam mesuagio & crofto & suis pertinenciis in suburbio Oxonie in parochia sancti Egidii & quatuor rodis terre arabilis in parochia sancti Egidii predicti, que habui ex dono & concessione eiusdem Thome Bost patris mei; habend*as* & tenend*as* dictas tres solidat*as* & quatuor denarat*as* annui redditus de dicto mesuagio, crofto, terris & suis pertinenciis exeuntes prefato Thome Bost ad totum terminum vite sue ad quatuor anni terminos principales & usuales in suburbio predicto per equales porciones. Volo eciam & concedo [that he may distrain, if the sum is not paid]. Et ego [&c. warranty], & ex omni accione & seruicio seculari aquietabimus & defendemus. In cuius [&c. sealing], hiis testibus, Iosep de Wodestoke tunc balliuo illius hundredi, Willelmo de Burecestria, Andrea de Wormenhale, Henrico de Bramptone, Nicholao de Haylesdone,

Iohanne filio Willelmi Bost, Iohanne Cuddyng, Ricardo de Adyngtone & aliis. Dat' in suburbio predicto die Iouis proxima post festum sancti Bartholomei apostoli anno regni regis Edwardi tercii post conquestum sexto.

437.

[Isolda Bost grants a messuage to Martin de Salford.]

Sciant presentes & futuri quod ego Isolda filia Thome Bost de Oxonia in pura virginitate mea & ligea potestate dedi, concessi & hac presenti carta mea confirmaui domino Martino de Salford capellano quoddam mesuagium cum crofto adiacente & pertinenciis in suburbio & hundredo extra portam borealem Oxonie in parochia sancti Egidii, situatum inter tenementum Henrici le Sclattere ex parte una & tenementum magistri Thome de Bowis ex parte altera. Dedi eciam eidem Martino tres rodas terre arabilis in suburbio, hundredo & parochia sancti Egidii predicti in Eighteacre, simul iacentes inter terram Willelmi de Burecestria ex parte una & terram Iohannis de Abyndone ex parte altera. Dedi eciam eidem Martino unam rodam terre arabilis in dictis suburbio, hundredo & parochia, iacentem in Etonweye inter terram Willelmi de Burcestria ex parte una & terram quondam Iohannis de Hampton ex parte altera; habendum & tenendum dictum mesuagium, croftum, & terras cum pertinenciis prefato Martino, heredibus ac assignatis suis libere, integre, bene & in pace imperpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et ego [&c. warranty]; hiis testibus, Iohanne le Peyntour, Nicholao de Haylesdone, Willelmo de Bramptone, Stephano de Merytone, Ricardo de Adyngtone, Ricardo de Bladene, Roberto de Buneseye, Rogero Beneyt, Waltero le Mareschal et aliis. Dat' in suburbio & hundredo predictis undecimo die mensis Octobris anno regni regis Edwardi tercii post conquestum duodecimo.

A. 2. 7
Oct. 11, 1338

438.

[Joan Bost quitclaims the same messuage to Martin de Salford.]

Pateat uniuersis quod ego Iohanna qui fui uxor Walteri Bost de Oxonia in pura uiduitate mea & ligea potestate mea remisi & imperpetuum quietum clamaui domino Martino de Salford capellano, heredibus ac assignatis suis totum ius & clamium quod habui, habeo seu

A. 2. 8
Feb. 15, 1339

quouis iure, racione dotis, per decessum dicti Walteri quondam uiri mei habere potero in quodam mesuagio cum crofto [&c. as in no. 437] & tribus rodis terre arabilis [as in no 437] & in una roda terre arabilis [as in no. 437]. In cuius [&c. sealing], hiis testibus, magistro Willelmo de Abyndone clerico, Ricardo de Selewode, Iohanne de Wytteneye, Iohanne Kepharm, Roberto de Lokynge & aliis. Dat' Oxonie quintodecimo die mensis Februarii anno regni regis Edwardi tercii post conquestum terciodecimo.

439.

[John Bost quitclaims to Martin de Salford.]

A. 2. 9 Jan. 3, 1343 Omnibus Cristi fidelibus ad quos presens scriptum peruenerit Iohannes filius & heres Walteri Bost de Oxonia salutem in domino. Noueritis me remisisse & pro me & heredibus meis imperpetuum quietum clamasse domino Martino de Saltford capellano heredibus ac assignatis suis totum ius [&c. as in no. 438]; hiis testibus, Ricardo de Adyngtone, Waltero le Mareschal, Iohanne de Harastone, magistro Thoma de Bowes, Willelmo de Craumford & aliis; dat' Oxonie tercio die Ianuarii anno regni Anglie regis Edwardi tercii post conquestum sextodecimo, regni vero sui Francie tercio.

440.

[Martin de Salford grants a messuage to John Clement.]

A. 2. 10 Aug. 9, 1346 Sciant presentes & futuri quod ego Martinus de Saltford presbiter dedi, concessi & hac presenti carta mea confirmaui domino Iohanni Clement & Iuliane sorori sue unum mesuagium cum crofto adiacente & pertinenciis in suburbio extra portam borialem Oxonie in parochia sancti Egidii scituatum inter tenementum quondam Henrici le Sclattere ex parte una & tenementum magistri Thome Bowes ex parte altera. Dedi eciam & concessi eisdem Iohanni & Iuliane tres rodas terre arabilis in campo qui vocatur Eighteacre simul iacentes inter terram quondam Willelmi de Burcestria ex parte una & terram quondam Iohannis de Abindone ex parte altera. Dedi eciam & concessi eisdem Iohanni & Iuliane unam rodam terre arabilis in campo nominato Etoneweye inter terram Willelmi de Burcestre & terram quondam Iohannis de Hamptone iacentem; habenda & tenenda prefatis I. & I., heredibus & assignatis eorum in perpetuum de capitalibus dominis

feodi illius per servicia inde debita & de iure consueta. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne le Peyntour, Nicholao de Haylisdone, Willelmo de Bramptone, Iohanne de Soturtone, Stephano de Meritone, Willelmo de Welles, Iohanne Harastone & aliis. Dat' in suburbio Oxonie nono die mensis Augusti anno regni regis Edwardi tercii post conquestum vicesimo.

441.

[Richard Horle grants the same messuage to Isabella Chisilhamptone.]

Sciant presentes & futuri quod ego Ricardus Horle de Grymmesbury, consanguineus & heres domini Iohannis Clement capellani dedi, concessi & hac presenti carta mea confirmaui Isabelle que fuit uxor Ade de Chisilhamptone de Oxonia & Willelmo filio dicti Ade & Isabelle unum mesuagium cum crofto adiacente & suis pertinenciis in hundredo extra portam borialem Oxonie in parochia sancti Egidii situatum inter tenementum quondam Henrici le Sclattere ex parte australi & tenementum quondam magistri Thome Bowes ex parte boriali. Dedi eciam & concessi eisdem I. & W. quatuor rodas terre arabilis quarum tres rode simul iacent in campo vocato Eyghteacre inter terram abbatis & conuentus de Regali Loco ex parte boriali & terram quondam Iohannis de Abyndone ex parte australi, et alia roda iacet in campo vocato Etonewey inter terram predicti abbatis & conuentus de Regali Loco ex parte boriali & terram quondam Iohannis de Hamptone ex parte australi; habenda & tenenda prefatis I. & W. & heredibus ac assignatis ipsius W. de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Ricardo de Adyntone, Iohanne Grettone, Iohanne Noble, Iohanne Bukke, Iohanne Bekenesfelde, Ricardo Oxenforde, Willelmo Whitewelle & aliis. Dat' in hundredo predicto octauo die Aprilis, anno regni regis Edwardi tercii post conquestum quadragesimo quinto.

A. 2. 11
Apr. 8, 1371

Leases of 14 St. Giles's. 442–58.

442.

April 18, 7 Ed. VI [1553]; a lease by Balliol to Wyllyam Hardinge, slatter, of a tenement in St. Giles's, bounded by a tenement of Balliol in the tenure of Thomas Golde S., a tenement of 'Mayster Snow' N.,

A. 1. 1

the open field E., highway W., with half the draw-well between the two tenements of Balliol; for 21 years, to begin from the departing thence of Alice Courtyer 'otherwise called Alice Tacley, now tenant thereof, whether it be by death, wyll, mariage, intrete or otherwyse'; rent 10*s*.

443.

A. I. 2 Aug. 16, 9 Eliz. [1567]; a lease to Richard Golde, brewer; same bounds; 21 years from Michaelmas next; rent 10*s*.

444.

A. I. 3 Aug. 24, 24 Eliz. [1582]; a lease to Alice Gould, widow, and James Tackley her son; Nicholas Savage N., a tenement of Balliol lately demised to Edmund Rainolds M.A., student in Gloucester Hall, S.; 21 years; rent 10*s*.

445.

A. I. 4 June 28, 31 Eliz. [1589]; a lease to James Tackley, citizen of London, cutler; same neighbours; 40 years; rent 10*s*.

446.

A. I. 5 Jan. 9, 41 Eliz. [1599]; a lease to Richard Griffin of Oxford, smith; same neighbours; 40 years; rent 10*s*.

A. I. 6 The counterpart.

447.

A. I. 7 Oct. 21, 12 Car. I [1636]; a lease to Elizabeth Frith, widow; a tenement in the occupation of William Wayne is N., rest as before; 21 years; rent 10*s*.

A. I. 8 The counterpart.

448.

A. I. 9 Sep. 12, 1649; a lease to Richard Smith of the University of Oxford, cook; neighbours as before; 40 years; rent 10*s*.

A. I. 10 The counterpart.

449.

June 28, 1654; a lease to Cristopher London of Oxford, carpenter; late Thomas Lane N.; other bounds as before; 40 years; rent 10*s*. A. I. 11

The counterpart. A. I. 12

450.

July 29, 1669; a lease renewed to Cristopher London; bounds as before; 40 years; rent 10*s*. A. I. 13

The counterpart. A. I. 14

451.

Aug. 2, 1686; a lease renewed to Cristopher London; bounds as before; 40 years; rent 10*s*. A. I. 15

452.

Aug. 2, 1686; bond of Cristopher London to perform covenants. A. I. 16

453.

Mar. 25, 1738; a lease to Thomas Rowney of Oxford Esq.; S. a tenement of Balliol 'known by the name of the Hampshire Hog', N. a tenement once in the occupation of Thomas Lane, now of Walter Powell, gent.; 40 years; rent 20*s*. A. I. 26

The counterpart. A. I. 27

454.

Mar. 25, 1752; the lease of Thomas Rowney is renewed; widow Powell is N.; 40 years; rent 20*s*. A. I. 28

The counterpart. A. I. 29

455.

Mar. 25, 1766; a lease to Robert Whalley of Oxford, doctor of physic; S. a tenement of Balliol heretofore the Hampshire Hog, now called the Hit and Miss; Mrs. Eaton, widow, N.; 40 years; rent 20*s*. A. I. 30

The counterpart. A. I. 31

456.

July 24, 1777; a lease to John Whalley of Oxford esquire; neighbours as before; 40 years; rent 20*s*. A. I. 32

457.

A. I. 33 and 34 1793, a lease to the Duke of Marlborough (*missing*).

458.

A. I. 35 and 36 1805, a lease to the Duke of Marlborough, probably of both 13 and 14 St. Giles's (*missing*).

LEASES OF 13 ST. GILES'S. 459-72.

459.

A. I. 17 Mar. 18, 6 Ed. VI [1552]; a lease to Thomas Gold, yeoman, of a tenement in St. Giles's; N. a tenement of Balliol occupied by Alice Courtyer, widow; S. a tenement of Dr. Owen now in the tenure of Thomas Tewsley; to hold for 21 years after Elizabeth Nut, widow, now tenant, vacates it; rent 5*s*.

460.

A. I. 18 Oct. 24, 10 Eliz. [1568]; a lease to Thomas Rawlyns of St. Peter in the East, yeoman; Thomas Teysley, tenant of Dr. Owen, is S.; Richard Golde, tenant of Balliol, N.; 21 years; rent 5*s*.

461.

A. I. 19 Dec. 28, 24 Eliz. [1581]; a lease to Edmond Rainolds M.A., student of Gloucester Hall; same neighbours; 40 years; rent 5*s*.

462.

A. I. 20 April 20, 33 Eliz. [1591]; his lease is renewed; same neighbours; 40 years; rent 5*s*.

A. I. 21 The counterpart.

463.

A. I. 22 June 13, 9 Jac. I [1611]; a lease to George Chambers of Oxford, bookbinder; a tenement of Mr. Owen occupied by Edward Tesley S.; Richard Griffin, tenant of the College, N.; 40 years; rent 5*s*.

464.

Sept. 12, 1649; a lease to Thomas Perry, cordwainer; neighbours as before; 40 years; rent 5*s*. **A. 1. 23**

465.

Dec. 12, 1666; a lease to Richard Prickett, cordwainer; neighbours as before; the garden measures 57 ft. 9 in. E. to W., and 17 ft. 8 in. at the upper end N. to S. and 18 ft. 4 in. at the lower end N. to S.; 40 years; rent 5*s*. **A. 1. 24**

466.

Oct. 16, 1703; a lease to William Hughes of Hurst, Berkshire, clerk; it is in the tenure of Richard Buckingham; S. and E. the Lamb Inn, N. a tenement of the College in the tenure of Leonard Reeves; 40 years; rent 5*s*. **A. 1. 25**

467.

Dec. 20, 1731; a lease to Alice Buckingham, widow, of a tenement formerly held by the late Richard Buckingham; N. a tenement of the College heretofore in the tenure of Leonard Reeves, now of John Dawson; the Lamb Inn E. and S.; 40 years; rent 5*s*. **A. 1. 42**

468.

Mar. 21. 1763; a lease to Robert Whalley, doctor of physic; it was late in the possession of John Hanwell deceased; S. and E. the Lamb, N. the executor of Thomas Rowney Esq.; 40 years; rent 5*s*. **A. 1. 43**

The counterpart. **A. 1. 44**

469.

July 24, 1777; a lease to John Whalley of Oxford, Esq.; bounds as before; 40 years; rent 5*s*. **A. 1. 45**

470.

April 5, 1793; a lease to the Duke of Marlborough; neighbours as before; the tenement 84 ft. 8 in. long, 11 ft. 3 in. N. to S. at W., 5 ft. N. to S. at the E., with a plan; 40 years; rent 5*s*. **A. 1. 46**

The counterpart. **A. 1. 47**

471.

A. 1. 48 May 3, 1833; a lease to James Paxton, surgeon; it was late in the occupation of Thomas Betts, now of Letitia Betts; Lydia Sirman, widow, tenant of the College, N.; the Lamb S. and E.; 40 years; rent 5*s.* and 1*s.* for two acquittances; the tenement is now 85 ft. long; the lease has a good plan.

A. 1. 49 The counterpart.

472.

A. 1. 50 June 17, 1847; a lease to James Paxton M.D., formerly of Oxford now of Rugby, for a fine of £51 19*s.* 6*d.*; bounds as before; 40 years; rent as before.

DEEDS ABOUT BOTH TENEMENTS. 473-6.

473.

A. 3. 47 Oct. 22, 1813; the Duke of Marlborough assigns to Sir Edward Hitchings, alderman, the residue of his lease granted to him by Balliol in 1805, of two tenements, the one formerly in the occupation of John Whalley, bounded N. by a freehold tenement of the Duke, the other adjoining on the S., being bounded by the Lamb and Flag on the S.

474.

A. 3. 48 Jan. 27, 60 Geo. III, 1820; a lease by Balliol to Sir Edward Hitchings for a payment of £145 2*s.* 6*d.*, of a tenement late in the occupation of John Whalley, measuring 191 ft. E. to W., 30 ft. broad at E. end, 22 feet broad at the W., 35 in the middle, abutting on a tenement of the College S., and N. on a freehold messuage of Sir Edward Hitchings, now in the occupation of Rev. Bulkeley Bandinell, lately erected on a piece of ground whereupon heretofore stood a messuage in the occupation of Walter Powell, gent., afterwards Mrs. Eaton, widow, which tenement is bounded on the E. side by the open field; also of the tenement next on the S., measuring 84 ft. 8 in. in length, 11 ft. 3 in. at W. end, 5 ft. at E. end, once in the possession of Thomas Perry, since of Ric. Buckingham and Alice Buckingham, widow, late in the possession of John Hanwell, bounded by the aforesaid tenement N., and the Lamb Inn S.; 40 years; rent 20*s.* for former, 5*s.* for latter.

A. 1. 62 is the counterpart.

475.

1833, a lease to Lydia Sirman, probably only 14 St. Giles's; and in 1849, a lease to — Spiers (both missing). A. 1. 37–39

476.

May 23, 1833; a lease to Rev. James Hitchings of Wargrave, George Hitchings of Oxford, surgeon, Thomas Hitchings of Bayswater, gent., and Thomas Benwell of Oxford, gent., for £3 10*s*., of a piece of land measuring 12 ft. N. to S. and 12 ft. 6 in. E. to W.; bounded N., E., W. by the freehold tenement late of Sir Edward Hitchings, and S. by a tenement demised to Lydia Sirman, formerly to Sir Edward Hitchings, of which tenement this piece of land was part; 40 years; rent 2*s*. (with a plan of the land). A. 1. 62

2. Nos. 33 and 33½ St. Giles's. 477–520.

This tenement was given to Balliol in 1456 (no. 487). It was held with 1½ acres of arable land in the open field less than 100 yards to the north; but in 1794 the two holdings were separated. The second had messuages built upon it in 1805 (see no. 512); it was called the Rope Walk, and extended from Woodstock Road on the east to Walton Road on the west. It is now numbers 11 and 13 Woodstock Road and 120 and 121 Walton Street; the intervening land has been sold.

477.

[Robert de Milton grants a shop and house to Robert le Marschal.]

Sciant presentes & futuri quod ego Robertus de Miltone de Oxonia dedi, concessi & hac presenti carta mea confirmaui Roberto filio Gilberti le Marschal de Oxonia & Alicie filie mee uxori sue & heredibus de corporibus eorum legitime procreatis unam schoppam meam cum solario supra illam edificato & unam domum iuxta dictam schoppam situatam ex parte occidentali cum curtilagio adiacente, que sita sunt in suburbio Oxonie extra portam borialem eiusdem uille in parochia sancti Egidii inter tenementum meum ex parte boriali & tenementum Radulfi de Stoke ex parte australi; habendam A. 2. 12 Feb. 27, 1317

& tenendam dictam schoppam & solarium cum domo & curtilagio cum suis pertinenciis dicto Roberto & Alicie uxori sue filie mee & heredibus de corporibus eorum legitime procreatis de capitali domino feodi illius libere, quiete, bene & in pace in perpetuum pro seruiciis inde debitis & consuetis, reddendo inde annuatim michi ad totam uitam meam decem solidos argenti ad quatuor terminos anni principales & usuales per equales porciones. Et si dicta Alicia sine herede de corpore suo legitime procreato obierit, quod absit, tunc post decessum dictorum R. & A. dicta schoppa cum solario & domus cum curtilagio cum suis pertinenciis michi & meis heredibus & assignatis libere & integre reuertantur. Et liceat michi [&c. to distrain if the rent is not paid]. Et ego [&c. warranty]. In cuius [&c. alternate sealing], hiis testibus, Henrico de Bramptone, Nicholao de Haylesdone, Thoma Bost, Roberto de Pyrie, Willelmo de Bladene, Rogero de Gersindone, Iohanne le Waterman, Iohanne de Astone clerico & aliis. Dat' Oxonie die dominica proxima post festum sancti Hillarii pape anno regni regis Edwardi filii regis Edwardi decimo.[1]

478.

[Agnes Milton grants two messuages to John le Northerne.]

A. 2. 13
Oct. 2, 1357

Sciant presentes & futuri quod ego Agnes Miltone de Oxonia dedi, concessi & hac presenti carta mea confirmaui Iohanni le Northerne de Oxonia & Alicie uxori eius duo mesuagia cum pertinenciis in suburbio Oxonie in parochia sancti Egidii situata, quorum unum situatum est inter placeam Iohannis de Gunwarby ex parte australi & placeam Iohannis de Watlyntone ex parte boriali, et aliud situatum est inter tenementum abbatisse & conuentus de Godestowe ex parte boriali & tenementum Iohannis de Burcetre ex parte australi; habenda & tenenda prefatis I. & A., heredibus & assignatis eorum imperpetuum, reddendo inde annuatim capitalibus dominis feodi illius seruicia debita & de iure consueta. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne de sancta Frideswyda tunc maiore ville Oxonie, Willelmo de Lughteburghe & Nicholao de Foresthulle tunc balliuis eiusdem ville, Henrico de Malmusbury, Iohanne de Gruttone, Iohanne de Helmesey, Ricardo de Adyntone & aliis. Dat' apud Oxoniam secundo die Octobris anno regni regis Edwardi tercii post conquestum Anglie tricesimo primo & sui Francie decimo octauo.

[1] It is not certain that this refers to the same property as nos. 478–87.

479.

[Agnes Milton quitclaims to John le Northerne.]

Nouerint uniuersi me Agnetem Miltone de Oxonia remisisse, relaxasse & pro me & heredibus meis quietum clamasse Iohanni le Northerne de Oxonia & Alicie uxori sue [&c. as in no. 478]. Dat' apud Oxoniam secundo die mensis Iunii anno regni regis Edwardi tercii post conquestum Anglie tricesimo secundo & sui Francie decimo nono. A. 2. 14 June 2, 1358

480.

[Nicholas de Hythtelbury and Alice his wife grant a messuage to Adam de Chisilhamton.]

Sciant presentes & futuri quod ego Nicholaus de Hythtelbury de Oxonia & Alicia uxor mea dedimus, concessimus & hac presenti carta nostra confirmauimus Ade de Chiselhamptone de Oxonia & Isabelle uxori sue unum mesuagium cum uno gardino eidem mesuagio annexo situatum in hundredo extra portam borialem Oxonie in parochia sancti Egidii inter tenementum abbatisse & conuentus de Godestowe ex parte boriali & tenementum Agnetis de Burcestre ex parte australi; habendum & tenendum predictum mesuagium & gardinum cum suis pertinenciis predictis A. & I. & heredibus ac assignatis ipsius Ade de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta imperpetuum. Et nos [&c. warranty]. In cuius [&c. sealing]; hiis testibus, Thoma de Wormenhale, Iohanne Plomer, Reginaldo Westouere, Iohanne Saucer, Iohanne de Grettone, Ricardo de Adyngtone, Iohanne Buck' & aliis. Dat' in hundredo predicto die Lune in vigilia Natiuitatis sancti Iohannis Baptiste anno regni regis Edwardi tercii post conquestum tricesimo nono. A. 2. 15 June 23, 1365

481.

[Nicholas and Alice grant two shops to Adam de Chisilhamton.]

Sciant presentes & futuri quod ego Nicholaus de Hythelbury de Oxonia & Alicia uxor mea dedimus, concessimus, & hac presenti carta nostra confirmauimus Ade de Chisilhamptone de Oxonia & Isabelle uxori sue duas shopas cum curtilagiis eisdem shopis annexis situatas A. 2. 16 June 23, 1365

in hundredo extra portam borialem Oxonie in parochia sancti Egidii inter tenementum abbatisse & conuentus de Godestowe ex parte boriali & tenementum Agnetis de Burcestre ex parte australi; habendas & tenendas predictas duas shopas cum curtilagiis cum omnibus suis pertinenciis predictis A. & I. & heredibus ac assignatis ipsius Ade de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta in perpetuum. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Thoma Wormenhale, Iohanne Plomer, Reginaldo Westouere, Iohanne Saucer, Iohanne de Grettone, Ricardo de Adyngtone, Iohanne Buck' & aliis. Dat' in hundredo predicto die Lune in vigilia Natiuitatis sancti Iohannis Baptiste anno regni regis Edwardi tercii post conquestum tricesimo nono.

482.

[Adam de Chisilhamton grants the two shops to his grandsons.]

A. 2. 17 Mar. 5, 1366

Sciant presentes & futuri quod nos Adam de Chisilhamptone & Isabella uxor mea dedimus, concessimus & hac presenti carta nostra confirmauimus Iohanni & Roberto filiis Willelmi filii nostri duas shopas cum curtilagiis eisdem shopis annexis situatas in hundredo extra portam borialem Oxonie in parochia sancti Egidii inter tenementum abbatisse de Godestowe ex parte boriali & tenementum quod fuit Agnetis de Burcestre ex parte australi; habendas & tenendas predictas duas shopas cum curtilagiis & suis pertinenciis predictis Iohanni & Roberto coniunctim & diuisim & heredibus de corporibus eorundem legittime procreatis de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta in perpetuum. Et si predicti I. & R. sine heredibus de corporibus eorundem legitime procreatis obierint, dicte due shope cum suis pertinenciis michi dicto Ade & rectis heredibus meis revertantur. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Thoma Wormenhale, Iohanne Plomer, Iohanne Saucer, Reginaldo Westouere, Iohanne Grettone, Ricardo Adyntone & aliis. Dat' in hundredo predicto die Iouis proxima ante festum sancti Gregorii pape anno regni regis Edwardi tercii post conquestum quadragesimo.

483.

[William Chisilhamton grants a messuage to Robert his son.]

A. 2. 18 Apr. 14, 1391

Sciant presentes & futuri quod ego Willelmus Chyslamptone de Oxonia carnifex dedi, concessi & hac presenti carta mea confirmaui

Roberto Chyslamptone filio meo & Iuliane uxori sue totum illud mesuagium meum cum edificiis & pertinenciis suis, quod situatum est in hundredo extra portam borialem Oxonie in parochia sancti Egidii abbatis inter tenementum abbatisse de Godestowe ex parte boriali & tenementum Ricardi Fulk' ex parte australi; habendum & tenendum prefatis R. & I., heredibus & assignatis suis, libere, quiete, bene & in pace de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta imperpetuum. Et ego [&c. warranty]. In cuius [&c. sealing]; hiis testibus, Ricardo Garstone tunc maiore ville Oxonie, Iohanne Forster & Thoma Forsthulle tunc balliuis ville eiusdem, Willelmo Dagville, Nicholao Spicer, Iohanne Hickes & Thoma Somerseth tunc aldermannis eiusdem ville, Thoma Hokyn, Iohanne Turry, Ricardo atte Seler, Gilberto Bourton & aliis. Dat' apud Oxoniam quarto decimo die mensis Aprilis anno regni regis Ricardi secundi a conquestu Anglie quarto decimo.

484.

[Stephen de Braywell grants a messuage to Thomas Scharpe.]

Sciant presentes & futuri quod ego Stephanus de Braywell de Oxonia A. 2. 19
dedi, concessi & hac presenti carta mea confirmaui Thome Scharpe Nov. 20, 1455
unum mesuagium cum gardino situatum in parochia sancti Egidii in hundredo extra portam borialem Oxonie inter tenementum Thome Hawylle ex parte australi & tenementum abbatisse & conuentus de Godstow ex parte boriali, unam dimidiam acram terre arabilis inter terram collegii sancte Marie Wynton' Oxonie ex parte australi & terram capelle beate Marie uirginis in ecclesia sancti Egidii predicti ex parte boriali, tres rodas iacentes iuxta altam uiam ultra Bemonde inter terram Nicholai Smythfeld ex parte australi & terram Willelmi Dagvylle ex parte boriali, aliam rodam inter terram Iohanne Essebery uidue ex parte australi & terram dicti Willelmi ex parte boriali & extendunt se a dicta via regia ab occidente versus Merstone ex parte orientali & unam dimidiam acram prati in Bysshopeseyte per sortem; habenda & tenenda prefato Thome, heredibus & assignatis suis imperpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et ego [&c. sealing]; hiis testibus, Iohanne Baylimason, ballivo dicti hundredi, Willelmo Dagville, Willelmo Person, Thoma Hawylle, Iohanne Iune, Matheo Coke, Roberto Holte & multis aliis. Dat' Oxonie vicesimo die Novembris anno regni regis Henrici sexti post conquestum tricesimo quarto.

485.

[Thomas Scharpe grants a messuage to trustees.]

A. 2. 22 May 21, 1456

Sciant presentes & futuri quod ego Thomas Scharpe dedi, concessi & hac presenti carta mea confirmaui Roberto Thwates, Ricardo Luke, Thome Wythyngtone, Iohanni Barkar, & Roberto Abdy clericis unum mesuagium [&c. as in no. 484]. In cuius [&c. sealing], hiis testibus, Iohanne Baylimasone, balliuo dicti hundredi, Willelmo Dagvylle, Willelmo Person, Thoma Hawylle, Iohanne Ionne & multis aliis. Dat' in predicto hundredo vicesimo primo die Maii anno regni regis Henrici sexti post conquestum tricesimo quarto.

486.

[The trustees grant the messuage to John Warkeworth.]

A. 2. 21 Dec. 10, 1456

Sciant presentes & futuri quod nos Robertus Thwates, Ricardus Luke, Thomas Worthyngtone, Iohannes Barker & Robertus Abdy de Oxonia dimisimus, feoffauimus et hac presenti carta nostra confirmauimus Iohanni Warkeworth de Oxonia unum mesuagium cum gardino situatum in parochia sancti Egidii [&c. as in no. 484]. In cuius [&c. sealing], hiis testibus, Ricardo Wythyke de Oxonia, Ricardo Spragote, Ricardo Swetloue, Willelmo Largg bedello, Willelmo Gentylman & aliis. Dat' decimo die Decembris anno regni regis Henrici sexti post conquestum Anglie tricesimo quinto.

487.

[John Warkeworth grants the messuage to Balliol.]

A. 2. 20 Apr. 8, 1456

Sciant presentes & futuri quod ego Iohannes Warkeworthe de Oxonia dimisi, feoffaui et hac presenti carta mea confirmaui magistro & scolaribus domus aule siue collegii de Balliolo in suburbiis (*sic*) extra portam borialem Oxonie, et successoribus suis unum mesuagium cum gardino [&c. as in no. 484]. In cuius [&c. sealing], hiis testibus, Ricardo Spragot de Oxonia, Willelmo Dagvylle, Benedicto Stokys, Willelmo Gryffyth & Iohanne Pagge et aliis. Dat' octauo die Aprilis anno regni regis Henrici sexti post conquestum Anglie tricesimo [quinto].[1]

[1] The MS. has 'quarto'; but the sequence of the charters demands 'quinto'.

488.

Oct. 31, 37 Eliz. [1595]; a lease to Ann Floyd, widow, of a house in St. Giles's parish, a tenement in the tenure of John Teaswell being N., a tenement in the possession of Richard Moxly S., with 1½ acres of arable land in St. Giles's field and ½ acre of meadow in Burgess mead; 40 years; rent 5*s.* 4*d.*, being two-thirds of the old rent of 8*s.*, & 3 bushels of malt, 1 bushel of wheat. **A. 3. 20 and 21**

489.

Mar. 22, 162⅞, 3 Car. I; a lease to Jane Hare, widow; Francis Munday is tenant on the N., Jane Hare 'possessor' on the S.; 40 years; same rent. **A. 3. 22 and 23**

490.

July 22, 1650; a lease to Elizabeth Blake, daughter of William Blake, husbandman; Lawrence Williar tenant on N., one Ridley possessor on the S.; the half acre of meadow is 'commonly known to be in the first lott of the Katherine Wheeles marke there'; 40 years; same rent. **A. 3. 24 and 25**

491.

July 22, 1650; bond of William Blake that his daughter will observe the terms of the lease. **A. 3. 26**

492.

Mar. 18, 26 Car. II, 167¾; a lease to John Paine, boatmaker; bounds as in 1650; 21 years; same rent. **A. 3. 27 and 28**

493.

July 7, 33 Car. I, 1681; a lease to Jane Taylor, widow; bounds as in 1650; 21 years; same rent. **A. 3. 29**

494.

Mar. 23, 4 Will. & Mary, 169½; a lease to John Mathews, wheelwright; Samuel Williar tenant on N., John Wellar 'possessor' on S.; 21 years; same rent. **A. 3. 30**

495.

A. 3. 32 and 33 Nov. 27, 11 Will. & Mary, 1699; his lease is renewed; same bounds; 21 years; same rent.

496.

A. 3. 34 and 35 Ap. 28, 6 Ann, 1707; his lease is renewed; same bounds; 21 years; same rent.

497.

A. 3. 36 and 37 Mar. 25, 6 Geo. I, 1720; a lease to Richard Mathews; the house is now converted into two tenements; late Samuel Williar tenant on N., late John Bolt, printer, possessor on S.; 21 years; same rent.

498.

A. 1. 51 and 52 Mar. 25, 1729; a lease to Richard Mathews of a tenement in St. Giles's now converted into two tenements; late Samuel Williar N., John Bolt, printer, S., with $1\frac{1}{2}$ acres of arable land and $\frac{1}{2}$ acre meadow in Burgess Mead 'commonly known to be in the first mark of the Catharine Wheel's mark there'; for 21 years; rent 5*s.* 4*d.* and 3 bushels of malt and 1 bushel of wheat.

499.

A. 1. 53 Mar. 25, 1740; a lease to Thomas Rowney Esq.; the same bounds; 21 years; same rent.

500.

A. 1. 54 Mar. 25, 1747; his lease is renewed; 21 years; same rent.

501.

A. 1. 55 and 56 June 18, 1754; a lease to Richard Chillingworth, yeoman; bounds as before; 21 years; same rent.

502.

A. 1. 57 and 58 Aug. 8, 1761; a lease to Mary Chillingworth, widow; 21 years; same rent.

503.

June 23, 1769; her lease is renewed; 21 years; same rent. A. I. 59

504.

July 18, 1783; her lease is renewed; same neighbours; 21 years; same rent. A. I. 60

505.

Feb. 18, 1794; a lease to Richard Chillingworth of Marston, yeoman, of a house, now two tenements, measuring 82 ft. 7 in. E. and W., 41 ft. 6 in. at W. end, 34 ft. E. end, bounded as before, with 2 acres as before; 21 years; rent as before. A. I. 61

506.

Feb. 28, 1795; a lease to John Ward, yeoman, of a house, now two tenements, described as in no. 505 but without the two acres; 40 years; rent 20*s*. and 2*s*. for acquittances. A. I. 73

The counterpart of no. 506 (with a plan). A. I. 74

507.

Feb. 6, 1809; a lease to Richard Hopkins of Marcham, gent.; bounded as before; 40 years; same rent. A. I. 75 and 76

508.

July 16, 1823; John Allam surrenders his lease for the benefit of Sarah Parsons. A. I. 77

509.

Oct. 31, 1823; a lease to Sarah Parsons, widow, for a fine of £69; it is two tenements in front occupied by Thomas Giles and Henry Hillier, and six newly erected tenements behind, between William Eaton Burrows N. and Thomas Austin S.; 40 years; same rent. A. I. 78 and 79

510.

May 2, 1837; a lease to William Bridgewater, broker, for a fine of £97 16*s*.; Daniel Evans is S.; 40 years; same rent. A. I. 80 and 81

511.

A. I. 82 June 25, 1851; his lease is renewed; fine £144; it is now one tenement and shop in front and three tenements behind, but the measurements are the same; Mr. Johnson is N. and Mr. Lynn S.

512.

A. I. 63 (*Missing*) A lease of the Rope Walk by itself to Richard Chillingworth, 1794.

513.

A. I. 64 and 65 June 7, 1805; a lease to Richard Chillingworth of St. Giles's, yeoman, of parcels of land in the common fields with houses built thereon, viz. one land in Little Field nearly opposite to the tower of St. Giles's church, and two tenements lately built on the E. end thereof, in the occupations of John Cleaver and — Brown, a tenement of John Polley N., S. another tenement in the occupation of Gilbert Godfrey, being 40 ft. 6 in. broad at E. end and measures 652 ft. 8 in. E. to W., and also two messuages lately erected at the W. end of the land, in the occupation of Robert Farmer and Edmund Braithwaite, being 22 ft. 3 in. N. to S., having John Polley N. and Thomas Goddard S.; also a yard of arable land in the middle of Great Field next but one to the Baulk or old Gravel Pit on the south side of it, having Mrs. Trollope's land N. and the Duke of Marlborough's land S., and three yards of arable lying in one ridge in the southern part of Great Field, having land of the Duke of Marlborough N. and land of Mrs. Trollope S., and one land in Burgess Mead in the first lot of the Catherine Wheel's mark; to hold from Oct. 10, 1801, for 21 years; rent 20*s*., and also 2*s*. for every receipt.

514.

A. I. 66 and 67 Mar. 23, 1809; his lease is renewed; same bounds; 40 years from Oct. 10, 1808; rent £2, and 1*s*. at each half year's receipt.

515.

A. I 68 and 69 May 16, 1823; his lease is renewed; same bounds; 40 years from Oct. 10, 1822; same rent.

516.

May 2, 1837; a lease to Richard Chillingworth Godfrey, mealman, of Oxford, executor of the will of the late Richard Chillingworth, for £183 3*s.* 3*d.*, for 40 years from Michaelmas 1836; the two eastern tenements are occupied by the said Godfrey and Thomas Dyer grocer, bounded N. by Mrs. Hanwell, S. by James Paxton the elder; the tenements at the W. end are occupied by Messrs. Pettifer and Lambden, bounded N. by Hannah Pharaoh, S. by Thomas Goddard; but without the land in the open fields; rent as before. A. 1. 70 and 71

517.

June 14, 1851; his lease is renewed for a payment of £197 11*s.* 6*d.*; the eastern tenements are occupied by himself and Mr. Warland grocer, bounded by land of Univ. Coll. N. and S.; at west end the occupants are Messrs. Bryant and Wilson, bounded N. and S. by premises of Univ. Coll.; 40 years from Oct. 10, 1850; rent as before. A. 1. 72

518.

Mar. 25, 1861; Balliol leases to John Marsh 32 yards, Thomas Bowell 30 yards, William Cooke 59 yards of garden ground on the S. side of a pathway leading from Clarendon St. to Cocks Row.

519.

1861; The College leases to Messrs. Bowell and Wilson nos. 114 and 115 Clarendon St., Jericho.

520.

A valuation by Mr. Hudson, Oct. 21, 1836.

St. Giles's. Lessee Mr. Bridgewater: two front and three back tenements now laid into one, containing front shop and 12 rooms, small yard and back workshop, and three small tenements in the yard. Valued at £57. A. 3. 43

Mr. Godfrey; two front houses, one containing front shop, 2 sitting rooms, 4 bedrooms, underground kitchen, small garden. Valued at £35.

These premises have been lately rebuilt.

One front house adjoining the above containing front shop, 2 sitting rooms, 3 bedrooms, small yard, warehouse. Valued at £30.

A portion of the above held by Mr. Chillingworth, lying at the back and adjoining, consisting of two tenements facing Clarendon St., each containing 6 rooms, with a garden. Valued at £40.

These two tenements have been lately rebuilt.

3. A Tenement on the East side of St. Giles's, which did not come to Balliol. 521–35.

These charters deal with a tenement on the east side of St. Giles's Street towards the north end of the parish. It was on the north side of a tenement called Margaret Hall, as we learn by the help of the Godstow Cartulary, the rentals of St. John's Hospital, and the Hundred Rolls. In 1459 it was given to George Neville with two other tenements, which passed into the possession of Balliol, but there is no evidence that the College ever owned this tenement.

521.

[John de Weston grants a messuage to William de Barton.]

A. 2. 1
Apr. 29, 1304

Sciant presentes & futuri quod ego Iohannes de Westone capellanus dedi, concessi & hac presenti carta mea confirmaui Willelmo filio Roberti de Bartone Oxonie & Alicie de Seynebir' uxori sue totum illud mesuagium cum omnibus domibus superedificatis quod situm est in parochia sancti Egidii extra portam borialem Oxonie inter tenementum quod quondam fuit Willelmi Motte ex parte boriali & tenementum quondam Iohannis de Curtelingtone ex parte australi una cum dimidia acra terre arabilis adiacente retro curtilagium illius mesuagii & una acra & dimidia acra & una roda prati iacentibus per sortem in Byscopeseyte; habendum & tenendum dictum mesuagium cum predictis dimidia acra terre arabilis & una acra & dimidia acra & una roda prati cum omnibus suis pertinenciis predictis Willelmo & Alicie & heredibus suis uel suis assignatis de capitalibus dominis illius feodi per seruicia inde debita & de iure consueta in perpetuum. Et ego [&c. warranty]. Et ut [&c. sealing], hiis testibus, Willelmo de Erneby, Henrico le Peyntur, Nicholao Rodeplante, Willelmo de Bladone, Gilberto le Marchal, Roberto de Miltone, Iohanne le Water-

man & multis aliis. Dat' Oxonie die Mercurii proxima post festum sancti Marci ewangeliste, anno regni regis Edwardi filii regis Henrici tricesimo secundo.[1]

522.

[William de Barton grants a messuage to Richard de Merchstone.]

Sciant presentes & futuri quod ego Willelmus de Bartone dedi, concessi & hac presenti carta mea confirmaui Ricardo de Merchstone coco Oseneye totum tenementum meum cum omnibus suis pertinenciis quod situm est in hundredo extra portam borialem Oxonie in parochia sancti Egidii inter tenementum Iohannis de Croxford ex parte boriali & tenementum quod fuit aliquando Walteri Bost ex parte australi; tenendum & habendum totum predictum tenementum cum omnibus suis ubique pertinenciis predicto Ricardo & suis heredibus & assignatis de capitalibus dominis feodi illius per seruicia inde debita & consueta, libere, quiete, bene, integre & in pace in perpetuum. Et ego [&c. warranty]. Pro hac autem donacione [&c.] dedit michi dictus Ricardus quamdam summam pecunie pre manibus. Ut igitur [&c. sealing], hiis testibus, Willelmo de Burncestre tunc maiore Oxonie, Ricardo Cary & Iohanne de Byshopstone tunc balliuis eiusdem uille, Iohanne de Colushulle, Henrico de Lenne, Iohanne Stene, Iohanne de Croxford tunc balliuo hundredi extra portam borialem Oxonie, Henrico de Bramptone, Willelmo Meke, Ricardo Ouere, Willelmo de Bygenhulle, Iohanne le Quylter, Iohanne de Aston clerico & aliis. Dat' Oxonie die Sabbati in festo sancti Andree apostoli anno regni regis Edwardi filii regis Edwardi octauo.[2] A. 2. 2 Nov. 30, 1314

523.

[Alice de Seynbury grants the messuage to Richard de Merchstone.]

Sciant presentes & futuri quod ego Alicia de Seynbury que fui uxor Willelmi de Bartone de Oxonia in mea viduitate & in ligia potestate mea dedi, concessi & hac presenti carta mea confirmaui Ricardo de Merschtone coco Oseneye totum illud tenementum meum A. 2. 3 May 1, 1315

[1] Seal, pointed oval, brown, $1\frac{5}{8}$ in. × $\frac{3}{4}$, the Virgin and Child with a figure below in adoration. This deed shows that in Bishopseyt there were some strips of a quarter of an acre.

[2] *Endorsed*: Carta Willelmi de Bartone de Aula.

cum suis pertinenciis [&c. as in no. 521]. Et ego [&c. warranty]. Pro hac [&c. as in no. 521]. Ut igitur [&c. sealing]; hiis testibus, Iohanne de Dokelingtone tunc maiore Oxonie, Iohanne de Pershore, Andrea de Wormenhale tunc ballivis eiusdem uille, Willelmo de Hakeburne tunc balliuo in hundredo predicto, Henrico de Bramptone, Nicholao de Haylesdone, Thoma Bost, Roberto de Pyrie, Willelmo de Bladen, Iohanne le Waterman & aliis. Dat' Oxonie die Iouis in festo Ascensionis domini anno regni regis Edwardi filii regis Edwardi decimo.[1]

524.

[William de Hellesfeld grants a tenement to John de Helmeseye.]

A. 2. 23 Oct. 26, 1351

Sciant presentes & futuri quod ego Willelmus de Hellesfeld dedi, concessi, & hac presenti carta mea confirmaui Iohanni de Helmeseye & Isabelle uxori eius unum tenementum cum uno curtilagio cum omnibus suis pertinenciis quod situm est in hundredo extra portam borialem Oxonie in parochia sancti Egidii inter tenementum quondam Nicholai de Croxford ex parte boriali & tenementum abbatisse de Goddestowe ex parte australi[2]; habendum & tenendum predicto I. & I. uxori eius, heredibus & assignatis ipsius Iohannis de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta libere, quiete, bene & in pace in perpetuum. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne Saucer seniore, Iohanne de Grettone, Willelmo de Addyngtone, Roberto Stampe, Ricardo Folke, & aliis. Dat' apud Oxoniam die Mercurii proxima ante festum Symonis & Iude, anno regni regis Edwardi tercii post conquestum vicesimo quinto.

525.

[John de Langrish grants the tenement to Richard de Oxenford.]

A. 2. 24 Mar. 20, 1370

Sciant presentes & futuri quod nos Iohannes de Langrysshe & Isabella uxor mea dedimus, concessimus, & hac presenti carta nostra

[1] Seal pointed oval, $1\frac{1}{4}$ in. × $\frac{3}{4}$, a cross formed of four ears of corn S' ALICIE DE BARTONE. Endorsed 'Vacat quia carta & non quietaclamatio, & alibi est bona quietaclamatio nomine predicte Alicie.' The quitclaim that is here mentioned does not exist now.

[2] In 1322 William of Burcester gave to Godstow a tenement next to the holding of Richard, the cook of Oseney (Godst. Cart. pp. 452 and 467; E.E.T. Soc.); but this Richard held the tenement mentioned in this charter; see no. 522.

confirmauimus Ricardo Doxenford & Sibille uxori sue unum mesuagium cum una shopa eidem mesuagio annexa & cum uno curtilagio adiacente situatum in hundredo extra portam borialem Oxonie in parochia sancti Egidii inter tenementum abbatisse & conuentus de Godestowe ex parte australi & tenementum nostrum ex parte boriali; habendum & tenendum predictis R. & S. & heredibus ac assignatis suis de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta imperpetuum. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Thoma Wormenhale, Iohanne Plomer, Willelmo de Whytewelle, Iohanne de Grettone, Ricardo de Adyntone & aliis. Dat' in hundredo predicto die Mercurii proxima post festum Annunciacionis beate Marie Virginis anno regni regis Edwardi tercii post conquestum quadragessimo quarto.

526.

[John de Langrish quitclaims to Richard de Oxenford.]

Nouerint uniuersi nos Iohannem Langrische & Isabellam uxorem meam remisisse, relaxasse & omnino pro nobis & heredibus nostris quietum clamasse Ricardo Doxenford & Sibille uxori sue totum ius & clamium nostrum quod habemus seu quouismodo habere poterimus in uno mesuagio cum una shopa eidem mesuagio annexa & cum curtilagio adiacente situato in hundredo extra portam borialem Oxonie in parochia sancti Egidii inter tenementum abbatisse & conuentus de Godestowe ex parte australi & tenementum Iohannis Facherel ex parte boriali; ita quod [&c.]. In cuius [&c. sealing], hiis testibus, Ricardo de Adyngtone, Ricardo Fulke, Ricardo Bourghe, Willelmo Cheselhamtone, Roberto Deye, Reginaldo Westouere, Iohanne Grittone & aliis. Dat' in hundredo predicto die Veneris proxima post festum Annunciacionis beate Marie Virginis, anno regni regis Edwardi tercii post conquestum quadragesimo nono.

A. 2. 25 Mar. 30, 1375

527.

[Richard de Oxenford grants the tenement to John Buk.]

Sciant presentes & futuri quod nos Ricardus Doxenford & Sibilla uxor eius dedimus, concessimus & hac presenti carta nostra confirmauimus Iohanni Buk' & Iuliane uxori eius unum mesuagium cum shopa eidem mesuagio annexa & cum curtilagio adiacente situatum in suburbio extra portam borialem Oxonie in parochia sancti Egidii inter

A. 2. 26 Apr. 1, 1375

tenementum abbatisse & conuentus de Godestowe ex parte australi & tenementum quod quondam fuit Iohannis de Helmeseye ex parte boriali; habendum & tenendum predictis I. & I. & heredibus ac assignatis suis de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Ricardo de Adyngtone, Ricardo Fulke, Iohanne Facherel, Ricardo Bourghe, Reginaldo Westouere, Iohanne Grittone & aliis. Dat' in suburbio predicto die dominica proxima post festum Annunciacionis beate Marie virginis anno regni regis Edwardi tercii post conquestum quadragesimo nono.

528.

[Agnes le Peyntour quitclaims to John Buk.]

A. 2. 27
Feb. 18,
1380

Nouerint uniuersi me Agnetem filiam Iohannis le Peyntour de Oxonia ac relictam Iohannis de Bereford burgensis Oxonie in pura uiduitate mea & ligea potestate remisisse, relaxasse & omnino pro me & heredibus meis imperpetuum quietum clamasse Iohanni Buk' de Oxonia & Iuliane uxori sue & eorum heredibus ac eorum assignatis imperpetuum totum ius & clamium que habui, habeo, seu quouismodo habere potero in quodam mesuagio cum shopa eidem annexa & cum curtilagio adiacente & suis pertinenciis, situato in suburbio extra portam borialem Oxonie in parochia sancti Egidii inter tenementum abbatisse & conuentus de Godestowe ex parte australi & tenementum Iohannis Facherel quod quondam fuit Iohannis de Helmeseye ex parte boriali; ita uero quod [&c.]. In cuius [&c. sealing]. Et quia sigillum meum pluribus est incognitum, sigillum officii maioratus Oxonie hiis apponi procuraui; hiis testibus, Willelmo Codeshale tunc maiore uille Oxonie, Thoma Baret & Thoma Lardener tunc balliuis eiusdem ville, Iohanne Gibbes, Willelmo Northerne, Ricardo de Adyntone, Ricardo Fulke, Iohanne Facherel, Willelmo Cressale, Roberto Deye, Reginaldo Westouere & aliis. Dat' in suburbio predicto decimo octauo die Februarii, anno regni regis Ricardi secundi post conquestum Anglie tercio.

529.

[Isabella le Peyntour quitclaims to John Buk.]

A. 2. 28
Feb. 18,
1380

Nouerint uniuersi me Isabellam filiam Iohannis le Peyntour de Oxonia ac relictam Iohannis Langrisshe de eadem in pura viduitate mea & ligea potestate remisisse, relaxasse [&c. as in no. 528].

530.

[The will of John Bocke.]

In dei nomine Amen. Die Lune scilicet in festo sancte Fidis virginis anno domini millesimo ccc^mo octogesimo secundo ego Iohannes Bocke condo testamentum meum in hunc modum; in primis lego animam meam deo & beate Marie & omnibus sanctis eius, corpusque meum ad sepeliendum in cimiterio sancte Marie Magdalene; item lego Iohanni Lokeer' de Stokewellestrete unum linthiamen & unam iupam; item lego Laurencio Brygurdelmaker unum tabardum cum capicio eiusdem secte; item lego Thome Daton' unam iupam rubeam; item lego Waltero Faulere unam iupam cum capicio de secta burgenc*ium* anno elapso; item lego pauperibus scolaribus pro psalteriis dicendis pro salute anime mee x solidos; item lego vicario sancte Marie Magdalene iii s. iiii d.; item lego distribuendos pauperibus in die sepulture mee in pane & potu x s.; item lego pro missis celebrandis pro salute anime mee x s.; item lego fabrice ecclesie beate Marie Magdalene iii s.; item lego Alicie filie mee unum couerlet' cum duobus linthiaminibus; item lego dicte Alicie I pelvim cum lauac' & unam ollam eneam; item lego Egidio de Coueley iii s. iiii d.; item uolo quod Iuliana uxor mea habeat unam domum cum duobus schopis situatam inter tenementum Iohannis Rye (? Bye) ex parte australi & Iohannem Facherel ex parte boriali in parochia sancti Egidii in suburbiis Oxonie ad terminum vite sue libere & quod post mortem ipsius Iuliane domus huiusmodi cum suis pertinenciis vendatur & pecunia inde recepta in pios usus pro salute animarum nostrarum fideliter disponetur; item residuum omnium bonorum meorum lego Iuliane uxori mee ad faciendum & disponendum pro anima mea prout ei melius videbitur expedire. Et ad istud testamentum bene & fideliter exequendum ordino & constituo meos esse executores Iulianam uxorem meam & Willelmum Harper. In cuius rei testimonium huic testamento sigillum meum apposui; hiis testibus, Willelmo Wakeffeld, Iohanne Bekenesfeld, Willelmo Somnour, Ricardo Burure & aliis.

A. 2. 29
Oct. 6, 1382

Endorsed. xxix die mensis Octobris anno domini infrascripto coram nobis officiali domini archidiaconi Oxonie probatum est presens testamentum ac pro eodem per nos legittime executoribus infrascriptis in forma iuris iuratis commissa est per nos administracio bonorum in bonis dicti defuncti. In cuius rei testimonium sigillum officii nostri presentibus apposuimus. Dat' ut supra.

Oct. 29

531.

[Thomas Iffley and his wife grant a messuage to Alan Lekenesfeld.]

A. 2. 30 May 25, 1389

Sciant presentes & futuri quod nos Thomas Ziftele whyttawyer de Stockewelstrete & Iuliana uxor mea dedimus, concessimus, & hac presenti carta nostra confirmauimus Alano Lekenesfeld burgensi de Oxonia & Katerine uxori eius unum mesuagium cum duabus shopis eidem mesuagio annexis & cum curtilagio adiacente situatum in suburbio extra portam borialem Oxonie in parochia sancti Egidii inter tenementum abbatisse & conuentus de Godestowe ex parte australi & tenementum quod quondam fuit Iohannis de Helmesey ex parte boriali; habendum & tenendum predictis A. & K., heredibus & assignatis suis, de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta imperpetuum. Et nos [&c. warranty]. In cuius [&c. sealing]; hiis testibus, Ricardo Garstone tunc maiore ville Oxonie, Iohanne Forster & Bartholomeo Bysshope tunc balliuis eiusdem ville, Edmundo Kenyan, Petro de Welyngtone, Willelmo Ryuell', Ricardo alte celer', Ricardo Burghe, Iohanne Torry, Ricardo Fulke, Willelmo Hamptone & aliis. Dat' apud Oxoniam die Martis proxima ante festum Ascencionis domini anno regni regis Ricardi secundi post conquestum Anglie duodecimo.

Endorsed. Pro domo in parochia sancti Egidii ex parte occi*dentali* ecclesie.[1]

532.

[Isabella Croxford quitclaims to Alan Lekenesfeld.]

A. 2. 31 May 30, 1389

Nouerint uniuersi me Isabellam nuper relictam Nicholai Croxforde de Cudlyngton in pura viduitate mea & ligea potestate & Ricardum filium & heredem dicti Nicholai unanimi concensu & assensu remisisse, relaxasse & omnino pro nobis, heredibus & executoribus nostris quietum clamasse Alano Lekenesfeld burgensi de Oxonia & Katerine uxori sue & eorum heredibus ac eorum assignatis imperpetuum totum ius & clamium que habuimus, habemus seu quovismodo habere poterimus in quodam mesuagio [&c. as in no. 531 reading 'tenementum Iohannis Facherell quod quondam fuit Iohannis de Helmeseye ex parte boriali']. Hiis testibus, Ricardo Garstone tunc maiore Oxonie, Iohanne Forster

[1] If this endorsement is correct the house was not on the east side of the street, as we have suggested; but it is possible that 'orientali' was meant. The confusion of the two words is frequent.

& Bartholomeo Bysshope tunc ballivis eiusdem ville, Willelmo Dagvylle, Edmundo Kenyan, Petro de Welyngtone, Thoma Houkyn, Willelmo Ryuelle, Iohanne Torry, Ricardo Fulke, Willelmo Wheler, Iohanne Roper, Willelmo Hamptone & aliis. Dat' apud Oxoniam die dominica proxima post festum Ascencionis domini anno regni regis Ricardi secundi post conquestum Anglie duodecimo.

533.

[Richard Osberne grants to George Neville three tenements in Oxford.]

A. 2. 45
Jan. 31, 1459

Sciant presentes & futuri quod ego Ricardus Osbern' de Hoo in comitatu Bedford' armiger dedi, concessi, & hac presenti carta mea confirmavi Georgio Neville episcopo Exon' tria tenementa mea in Oxonia cum suis pertinenciis unde unum tenementum situatur in parochia sancti Petri in Ballio Oxonie inter tenementum Andree Wemme ex parte occidentali & fundum Philippi Gurtone ex parte orientali; aliud tenementum de predictis tribus tenementis situatur in parochia sancte Ebbe in parvo Ballio inter tenementum prioris et conventus sancte Frideswyde ex parte australi & tenementum Thome Bartone ex parte boriali; & tercium tenementum de predictis tenementis situatum est in parochia sancti Egidii extra portam borialem Oxonie inter tenementum Mathei Cooke ex parte boriali & tenementum abbatisse et conventus de Godstowe ex parte australi [1]; habenda & tenenda cum omnibus eorum pertinenciis prefato Georgio, heredibus & assignatis suis imperpetuum de capitalibus dominis feodi illius per servicia inde debita et de iure consueta. Et ego [&c. warranty]. In cuius [&c. sealing]; hiis testibus, Roberto Attewode maiore ville Oxonie, Ricardo Spragot, Iohanne Clerk, Iohanne Suetlove, Henrico Philippes aldremannis, Thoma Havylle, Iohanne Smythe ballivis eiusdem ville, & aliis. Dat' Oxonie ultimo die Ianuarii anno regni regis Henrici sexti post conquestum Anglie tricesimo septimo.

534.

[George Neville appoints attorneys to receive seisin of the three tenements.]

A. 3. 19
Jan. 31, 1459

Nouerint uniuersi me Georgium Neville episcopum Exon' attornasse & loco meo constituisse dilectos michi Robertum Abdy clericum &

[1] It may safely be assumed that this is the tenement described in the previous charter, because we learn from deed no. 287 that Richard Osberne was the successor of Alan Lekenesfield in Little Bailey.

Willelmum Kylbek armigerum ad capiendum vice & nomine meo de Ricardo Osberne armigero plenam possessionem & seisinam de & in tribus tenementis cum omnibus eorum ubique in Oxonia pertinenciis & in suburbiis eiusdem secundum vim, formam, tenorem & effectum carte eiusdem Ricardi Osberne michi inde confecte. In cuius [&c. sealing]. Dat' ultimo die Ianuarii anno regni regis Henrici sexti post conquestum Anglie tricesimo septimo.

535.

[William Ketyll and Roger Grandorge quitclaim to George Neville the lands which Richard Osberne had lately granted them.]

A. 3. 18 Feb. 2, 1459 Omnibus ad quos presens scriptum pervenerit Willelmus Ketyll clericus & Rogerus Grandorge gentilman salutem in domino. Noveritis nos remisisse, relaxasse & omnino pro nobis & heredibus nostris imperpetuum quietum clamasse Georgio Neville episcopo Exon' super sua pacifica possessione totum ius nostrum, titulum & clameum ac demandam que unquam habuimus, habemus seu quovismodo infuturum habere poterimus de & in omnibus terris & tenementis que nuper coniunctim habuimus ex dono & feoffamento Ricardi Osberne armigeri in Oxonia & in suburbiis eiusdem; ita quod nec nos [&c.]. In cuius [&c. sealing]. Dat' Oxonie secundo die Februarii anno regni regis Henrici sexti post conquestum Anglie tricesimo septimo.

XII. MISCELLANEOUS DEEDS. 536–63.

1. Miscellaneous Deeds which belonged to the family of Chiselhampton and passed into the possession of the College with other deeds of that family. 536–45.

536.

[John de Oxford gives to Adam de Chisilhamptone a messuage in the parish of St. Thomas.]

A. 3. 1 Sept. 21, 1349 Sciant presentes & futuri quod ego Iohannes de Oxonia ac civis & pelliparius London' dedi, concessi, & hac presenti carta mea confirmavi Ade de Chisilhamptone de Oxonia unum mesuagium cum pertinenciis

situatum in suburbio & hundredo extra portam borialem Oxonie in parochia sancti Thome inter tenementum quod dudum fuit Willelmi de Cnaresburghe iunioris ex parte orientali & tenementum quod fuit Iohannis de Peseye ex parte occidentali ; habendum & tenendum predicto A., heredibus ac assignatis suis de capitalibus dominis feodi illius per servicia inde debita & de iure consueta in perpetuum. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne Saucer, Willelmo Sturthup, Reginaldo de Westouere, Iohanne de Ayeho, Iohanne de Hemelsey, Iohanne de Gretton & aliis. Dat' in suburbio predicto die Lune in festo sancti Mathei apostoli anno regni regis Edwardi tercii post conquestum vicesimo tercio.

537.

[John le Waterman grants to Richard Geffrays half an acre in Bishopseyt Mead and half an acre in Walton field.]

Sciant presentes & futuri quod ego Iohannes le Waterman capel- **A. 3. 2**
lanus dedi, concessi & hac presenti carta mea confirmavi Ricardo [c. 1300]
Geffrays caretario & Iohanne uxori sue in libero maritagio unam dimidiam acram prati iacentem per sortem in Bissopeseyt, et unam dimidiam acram terre arabilis iacentem in campo de Waltone versus viginti acras[1] inter terram Philippi de Oe ex parte australi & terram quam Robertus de Buckenhulle quondam tenuit ex parte boriali; habendas & tenendas prefatis R. & I. & heredibus inter eosdem legitime procreatis de capitalibus dominis feodi per servicia inde debita & consueta libere, quiete, bene & in pace in perpetuum. Et ego [&c. warranty]. Et si contingat quod predicta I. decedat vivente Ricardo, volo quod predictus Ricardus dictum pratum cum terra arabili & omnibus suis pertinenciis usque ad finem vite sue possideat. Item si contingat quod predicti R. & I. uxor sua sine herede legitimo procreato moriantur, volo quod predictum pratum cum terra arabili & omnibus suis pertinenciis ad heredes propinquiores de sanguine eiusdem Iohanne libere remaneant in perpetuum. Et ut [&c. sealing], hiis testibus, Thoma Bost, Iohanne de Walton, Iohanne le Waterman, Roberto de Beneseye, Roberto Marchal, Ricardo de Adyntone & aliis.

[1] 'Twenty Acres' was the name of a holding in, or near, Walton which belonged to Oseney.

538.

[The proctors of the chantry of St. Mary in the church of St. Mary Magdalen lease to Adam de Chisilhamptone a strip of land in Walton field.]

A. 3. 3
1357

Hec indentura testatur quod nos Iohannes Saucer & Willelmus Tayllour procuratores cantarie misse beate Marie in ecclesia beate Marie Magdalene Oxonie, unanimi assensu & consensu vicarii & omnium parochianorum, concessimus, dimisimus & tradidimus Ade de Chisilhamptone & Isabelle uxori sue & Willelmo filio eorundem unam foreram terre arabilis iacentem in campo de Waltone & extendit in longitudine iuxta Wodestoke Wey ex parte orientali & terram abbatis de Oseneye ex parte occidentali; habendam & tenendam predictis A., I., & W. ad terminum vite eorundem, reddendo inde annuatim nobis & successoribus nostris duodecim denarios annui redditus ad festum sancti Michaelis archangeli; [if the rent is unpaid, the land may be taken back]. Et nos [&c. warranty]. In cuius rei testimonium hiis scriptis indentatis tam sigillum commune cantarie predicte quam sigilla ipsorum A., I. & W. hiis scriptis indentatis alternatim sunt appensa ; hiis testibus, Henrico de Malmesbury, Reginaldo Westouere, Iohanne de Grettone, Iohanne de Hemelseye, & aliis. Dat' in hundredo extra portam borialem Oxonie anno regni regis Edwardi tercii post conquestum tricesimo primo.[1]

539.

[Richard vicar of the church of St. Mary Magdalen grants to Adam de Chiselhampton all that had been granted to him by the said Adam.]

A. 3. 5
Jan. 26, 1358

Sciant presentes & futuri quod ego Ricardus vicarius ecclesie beate Marie Magdalene extra portam borialem Oxonie dedi, concessi & hac presenti carta mea confirmavi Ade de Chiselhamptone & Isabelle uxori eius omnia terras & tenementa que habui ex dono & feoffamento predicti Ade in comitatu Oxonie viz. in suburbio Oxonie, Wodestoke & Clayore[2]; habenda & tenenda predictis A. & I. ad totam vitam eorundem & utriusque eorum diucius viventis libere,

[1] With the seal of the parishioners as reproduced in *Collectanea*, vol. iii, plate 1 (Oxf. Hist. Soc.).

[2] Now Clare, a hamlet in the parish of Pyrton, Oxfordshire.

quiete, bene & in pace imperpetuum de capitalibus dominis feodi illius per servicia inde debita & de iure consueta. Et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Henrico de Malmesbury, Thoma de Buggeworthe, Iohanne ye Noble, Iohanne Plomer, Iohanne Sauser, & multis aliis. Dat' Oxonie die Veneris proxima ante festum Purificacionis anno regni regis Edwardi tercii post conquestum tricesimo secundo.

540.

[Robert Chopper and Juliana his wife grant to Adam de Chisilhampton and Isabella his wife half an acre of arable land in Twenty Acre and half an acre of meadow in Bishopseyt.]

Sciant presentes & futuri quod ego Robertus Choppere & Iuliana uxor mea dedimus, concessimus & hac presenti carta nostra confirmavimus Ade de Chisilhamptone & Isabelle uxori sue unam dimidiam acram terre arabilis iacentem in Twentiacre inter terram que fuit Willelmi Brunfeld ex parte boriali & terram que fuit Iohannis Goldsmyth ex parte australi & unam dimidiam acram prati iacentem in Bysshoppeseythe cum per sortem acciderit; habendas & tenendas predictis A. & I. & heredibus ac assignatis ipsius Ade de capitalibus dominis feodi illius per servicia inde debita & de iure consueta. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Iohanne de Grettone, Iohanne Saucer, Reginaldo Westouere, Iohanne de Hemelseye, Iohanne Plomer, Waltero Faulore et aliis. Dat' in hundredo extra portam borialem Oxonie die Lune proxima post festum Passche anno regni regis Edwardi tercii post conquestum tricesimo secundo.

A. 3. 4
April 2, 1358

541.

[Richard Dammori leases to William Chisilhampton arable land in Northam field.]

Noverint universi me Ricardum Dammori militem sub forma & condicione subscriptis concessisse, dimisisse & tradidisse Willelmo Chisilhamptone carnifici de Oxonia totam terram meam arabilem cum suis pertinenciis iacentem in hundredo extra portam borialem Oxonie in campo vocato Northham; habendam & tenendam prefato W. & heredibus suis ac suis assignatis a festo sancti Michaelis proximo

A. 3. 6
Sept. 8, 1371

futuro usque ad finem termini decem annorum, reddendo inde annuatim michi, heredibus aut assignatis meis quadraginta solidos bone & legalis monete ad duos anni terminos videlicet [Mar. 25, Sept. 29]. [If the rent is unpaid, the owner may take the land]. Et ego [&c. warranty]. In cuius [&c. sealing]; dat' apud Hedyndone octavo die Septembris anno regni regis Edwardi tercii post conquestum quadragesimo quinto.

542.

[Isabella de Chisilhampton grants to William her son all her goods and chattels.]

A. 3. 8
Jan. 10,
1378

Noverint universi me Isabellam relictam Ade de Chiselhampton de Oxonia dedisse & concessisse Willelmo de Chiselhamptone filio meo omnia bona & catalla mea mobilia & immobilia ubicumque fuerint inventa; ita quod nec ego nec aliquis nomine meo aliquid de bonis seu catallis predictis exigere vel vendicare poterimus in futurum. In cuius [&c. sealing]; hiis testibus, Ricardo de Adyntone, Thoma Houkyn, Iohanne Grettone, Reginaldo Westouere, Roberto Deye, Iohanne Grom, Iohanne Noble, Michaele Smyth & aliis. Dat' in suburbio extra portam borialem Oxonie decimo die Ianuarii anno regni regis Ricardi secundi post conquestum Anglie primo.

543.

[Isabella de Chisilhampton quitclaims to William her son all her lands in Northgate Hundred.]

A. 3. 7
Jan. 28,
1378

Noverint universi me Isabellam relictam Ade de Chiselhamptone de Oxonia in pura viduitate mea & ligea potestate remisisse, relaxasse & omnino pro me & heredibus meis imperpetuum quietum clamasse Willelmo de Chiselhamptone filio meo & heredibus ac assignatis suis imperpetuum totum ius & clamium que habui, habeo seu quovismodo habere potero in omnibus illis terris, tenementis, redditibus, pratis, pascuis, pasturis, serviciis & omnibus aliis pertinenciis in hundredo extra portam borialem Oxonie ac in villis de Wodestoke & Cleyore, que quondam fuerunt predicti Ade mariti mei; ita quod nec ego [&c.]. In cuius [&c. sealing], hiis testibus, Ricardo de Adyntone, Thoma Houkyn, Iohanne Grettone, Reginaldo Westovere, Roberto Deye, Iohanne Grom, Iohanne Noble, Michaele Smyth & aliis. Dat' in suburbio predicto, vicesimo octavo die Ianuarii anno regni regis Ricardi secundi post conquestum Anglie primo.

544.

[John Dieghere quitclaims all demands against the executors of Adam de Chisilhampton.]

Noverint universi nos Iohannem Dieghere de Sloutere & Emmam uxorem meam remisisse, relaxasse & omnino pro nobis & heredibus nostris imperpetuum quietum clamasse Isabelle que fuit uxor Ade de Cheselhamptone & Willelmo filio predictorum Ade & Isabelle executorum testamenti predicti Ade omnimodas acciones reales personales querelas & demandas quascumque habuimus seu habere poterimus erga eosdem occasione alicuius convencionis, transgressionis aut debiti a principio mundi usque ad diem confeccionis presencium quovismodo inter nos perpetratorum seu initorum. In cuius [&c. sealing]; hiis testibus, Iohanne Grittone, Ricardo Adyngtone, Roberto Deye & Reginaldo Westovere & aliis. Dat' [*sic*]. A. 3. 9 c. 1378

545.

[John Chisilhampton grants all his goods and chattels to Robert Chisilhampton.]

Sciant presentes & futuri quod ego Iohannes Chisilhamtone[1] custos domus & capelle beate Katerine de Wamberghe Saresbiriensis diocesis dedi, concessi & confirmavi per presentes Roberto Chiselhamtone cognato meo & domino Ricardo Cole capellano omnia bona & catalla mea ubicumque existencia; habenda & tenenda eis & eorum utrique & eorum assignatis, & ad ordinandum & disponendum de dictis bonis & catallis plene & libere, quiete & in pace, sicut eis placuerit vel visum fuerit eisdem expedire sine reclamatione mea vel alicuius alterius persone in perpetuum. In cuius rei testimonium sigillum meum presentibus apposui. Datum apud Wamberghe die Sabbati proxima post festum sancti Gregorii pape anno domini MCCCC tercio, et regni regis Henrici quarti post conquestum anno quinto.[2] A. 3. 11 Mar. 15, 1404

[1] For this John Chisilhamtone see no. 41.

[2] An endorsement of Wood states that this concerned the Katharine Wheel, but it is not so.

2. Miscellaneous Deeds about Lands in Northgate Hundred which belonged to Stephen Braywell. 546–55.

546.

[Stephen Braywell grants to trustees all his property in Northgate Hundred.]

A. 2. 32 June 22, 1417

Sciant presentes & futuri quod nos Stephanus Braywell & Iuliana uxor mea dedimus, concessimus & hac presenti carta nostra confirmauimus magistris Thome Benyngworth, Ricardo Cordon archidiacono Roffensi, Willelmo Hamortone, Willelmo Rasshe, Willelmo Bourde et magistro Willelmo Kelemarsshe totum statum nostrum quem habemus in omnibus terris, tenementis, redditibus et seruiciis cum pertinenciis suis que habemus in hundredo extra portam borialem Oxonie; habendum & tenendum prefatis T., R., W., W., W., et W., heredibus et assignatis suis in perpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Waltero Daundeseye maiore ville Oxonie, Willelmo Huchons, et Iohanne North ballivis eiusdem ville, Gilberto Burtone senescallo hundredi predicti, Iohanne Whatteley, Iohanne Hunche, Iohanne Stayntone, Iohanne Skennesbye, Roberto Sprunt, Iohanne Lillistone, Michaele Norton clerico et aliis. Dat' in hundredo siue suburbio predicto die Martis proxima ante festum Nativitatis sancti Iohannis Baptiste anno regni regis Henrici quinti post conquestum Anglie quinto.

547.

[Stephen Braywell grants the same property to other trustees.]

A. 2. 33 June 22, 1417

Sciant presentes & futuri quod nos Stephanus Braywell & Iuliana uxor mea dedimus, concessimus & hac presenti carta nostra confirmauimus Michaeli Iamays clerico, domino Roberto Louersalle capellano, Willelmo Offord, Ricardo Rocke & Waltero Asshebury omnia terras & tenementa nostra redditus & seruicia que habemus in suburbio siue in hundredo extra portam borialem Oxonie cum pratis, pascuis, pasturis & omnibus aliis pertinenciis suis; habenda & tenenda prefatis M., R., W., R., & W., heredibus & assignatis suis imperpetuum

libere, integre & in pace de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et nos [&c. warranty]. In cuius [&c. sealing; witnesses and date as in no. 546].

A duplicate of no. 547. It is endorsed 'Parochia Mag.' A. 2. 34

548.

[The trustees enfeoff Stephen Braywell in the property they had received from him.]

A. 2. 35
Nov. 4, 1419

Sciant presentes & futuri quod nos Michael Iamays clericus, dominus Robertus Louersalle capellanus, Willelmus Offord, Ricardus Rocke & Walterus Asshebury dimisimus, feoffauimus & hac presenti carta nostra confirmauimus Stephano Braywelle & Iuliane uxori sue totum illum statum nostrum quem habemus in omnibus terris & tenementis, redditibus & seruiciis cum pertinenciis suis que habemus in hundredo siue suburbio extra portam borialem ville Oxonie, et quem statum nuper habuimus ex dono & feoffamento predicti Stephani & Iuliane; habendum & tenendum prefatis S. & I., heredibus et assignatis suis imperpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. In cuius [&c. sealing], hiis testibus, Thoma Couentre maiore ville Oxonie, Iohanne Brademere & Iohanne Quaram ballivis dicte ville, Gilberto Burton, Iohanne Whateley, Iohanne Teyntone, Iohanne Skennesby, Iohanne Hunche, Michaele Norton clerico & aliis. Dat' in hundredo predicto quarto die Novembris anno regni regis Henrici quinti post conquestum septimo.

A duplicate of no. 548. A. 2. 36

549.

[Stephen Braywell grants to Hammertone and Loversalle all his property in Northgate Hundred.]

A. 2. 37
Oct. 12, 1424

Sciant presentes & futuri quod nos Stephanus Braywell & Iuliana uxor mea dedimus, concessimus, & hac presenti carta nostra confirmauimus Willelmo Hammertone & Roberto Louersalle clericis omnia illa terras & tenementa nostra, redditus & seruicia que habemus in hundredo extra portam borialem Oxonie, cum pratis, pascuis & pasturis & cum omnibus aliis pertinenciis; habenda & tenenda prefatis W. & R., heredibus & assignatis suis libere, integre & in pace in

perpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Willelmo Offord maiore ville Oxonie, Waltero Daundesey, Thoma Gibbes, Willelmo Bramptone, Thoma Couentre aldremannis, Willelmo Astone, Willelmo Somerset ballivis dicte ville, Iohanne Hawylle, Iohanne Teyntone & aliis multis. Dat' in hundredo predicto duodecimo die Octobris anno regni regis Henrici sexti post conquestum Anglie tercio.

550.

[Hammertone and Loversalle grant the same property to Nevelle, Thwates, Rede and Abdy.]

A. 2. 38
Oct. 8, 1450

Sciant presentes & futuri quod nos Willelmus Hammertone & Robertus Louersalle clerici dimisimus & hac presenti carta nostra confirmauimus Georgio Nevelle, Roberto Thwates, Willelmo Rede clericis & Roberto Abdy omnia terras & tenementa in suburbio extra portam borialem Oxonie cum pratis, pascuis, pasturis & omnibus suis pertinenciis que nuper habuimus ex dono & feoffamento Stephani Braywell & Iuliane uxoris sue; habenda & tenenda prefatis G., R., W., & R., heredibus & assignatis suis libere, integre, & in pace in perpetuum de capitalibus domini feod*i* ill*ius* per seruicia inde debita & de iure consueta. In cuius [&c. sealing], hiis testibus, Iohanne Fitz Aleyn maiore Oxon', Roberto Walford, Thoma Withyg, Ricardo Spragot, Roberto Attewode aldremannis, Iohanne Asshebury & Iohanne Cleve ballivis dicte ville, Thoma Hawille, Iohanne Blakthorne & multis aliis. Dat' in suburbio predicto octavo die Octobris anno regni regis Henrici sexti post conquestum vicesimo nono.

551.

[Stephen Braywell quitclaims his property to the same four.]

A. 2. 39
Feb. 26, 1455

Omnibus Cristi fidelibus ad quos presens scriptum pervenerit, Stephanus Braywell salutem in domino. Noueritis me predictum Stephanum remisisse, relaxasse, & omnino pro me, heredibus & executoribus meis imperpetuum quietum clamasse Georgio Neville, Roberto Thwates, Willelmo Rede & Roberto Abdy clericis in plena possessione existentibus totum ius meum, titulum & clameum que unquam habui, habeo, seu quouismodo habere potero de & in omnibus illis terris &

tenementis in suburbio extra portam borialem Oxonie cum pratis, pascuis & pasturis & omnibus suis pertinenciis que nuper habuerunt ex dono & feoffamento Willelmi Hammertone & Roberti Louersalle clerici iam defunct*i* feoffator*um* mei predicti Stephani, prout in quadam carta feoffamenti prefatis G., R., W., & R. inde confecta plenius continetur; ita quod nec ego [&c.]. Et ego vero [&c. warranty]. In cuius [&c. sealing], hiis testibus, Roberto Attewode maiore Oxonie, Thoma Withyg, Ricardo Spragot, Iohanne Clerk, Iohanne Swetlove aldremannis, Iohanne Dobbys, Georgio Skydmore ballivis eiusdem ville & Thoma Tanfelde clerico dicte ville cum multis aliis. Dat' Oxonie vicesimo sexto die Februarii anno regni regis Henrici sexti post conquestum Anglie tricesimo tercio.

552.

[Neville, Thwates, Rede and Abdy grant the property to Braywell for the term of his life.]

Sciant presentes & futuri quod nos Georgius Neville, Robertus Thwates, Willelmus Rede clerici & Robertus Abdy dedimus, concessimus & hac presenti carta nostra indentata confirmavimus Stephano Braywelle omnia illa terras & tenementa in suburbio extra portam borialem Oxonie cum prato, pascuis & pasturis ac omnibus suis pertinenciis que nuper habuimus ex dono & feoffamento Willelmi Hammertone & Roberti Louersalle clerici iam defuncti prout in quadam carta inde nobis confecta plenius continetur; habenda & tenenda prefato S. ad terminum vite sue de capitalibus dominis feodi illius per servicia inde debita & de iure consueta; et post decessum predicti Stephani tunc nobis prefatis G., R., W., & R., heredibus & assignatis nostris in perpetuum integre revertantur. Et nos [&c. warranty]. In cuius [&c. sealing], hiis testibus, Roberto Attewode maiore ville Oxon', Thoma Withyg, Ricardo Spragot, Iohanne Clerke & Iohanne Swetlove aldremannis, Iohanne Dobbys & Georgio Skydmore ballivis dicte ville, & multis aliis. Dat' Oxonie vicesimo septimo die Februarii anno regni regis Henrici sexti post conquestum Anglie tricesimo tercio. **A. 2. 40 Feb. 27, 1455**

553.

[The same four enfeoff John Warkeworth in the property.]

Sciant presentes & futuri quod nos Georgius Nevelle, Robertus Thwates, Willelmus Rede & Robertus Abdy de Oxonia dimisimus, **A. 2. 41 Apr. 2, 1456**

feoffavimus & hac presenti carta nostra confirmavimus Iohanni Warkeworth de Oxonia omnia illa terras & tenementa in suburbio extra portam borialem Oxonie cum prato, pascuis, pasturis & omnibus suis pertinenciis que nuper habuimus ex dono & feoffamento Willelmi Hammerton & Roberto Louersalle; habenda & tenenda prefato I., heredibus et assignatis suis libere & in pace de capitalibus dominis feodi illius per servicia inde debita & de iure consueta. In cuius [&c. sealing], hiis testibus, Roberto Atwode, Iohanne Clerke, Iohanne Harreys bedello, Roberto Jeffray, Iohanne Pagg' de Oxon' et aliis. Dat' secundo die Aprilis anno regni regis Henrici sexti post conquestum Anglie tricesimo quarto.

Endorsed. 'Paroch' Magd' Oxon.'

554.

[The same four quitclaim the property to Balliol.]

A. 2. 42 Apr. 10, 1456

Omnibus Cristi fidelibus ad quos presens scriptum pervenerit Georgius Nevelle, Robertus Thwates, Willelmus Rede & Robertus Abdy de Oxonia salutem. Noveritis nos predictos G., R., W., & R. remisisse, relaxasse et omnino pro nobis et heredibus nostris et executoribus nostris quietum clamasse magistro et scolaribus domus aule sive collegii de Balliolo in suburbiis extra portam borialem Oxonie totum ius, clameum et titulum nostrum que umquam habuimus, habemus seu in futurum habere poterimus de et in omnibus illis terris et tenementis cum pertinenciis in suburbio extra portam borealem Oxonie, cum pratis, pascuis, pasturis & omnibus aliis pertinenciis suis que nuper habuerunt ex dono et feoffamento Iohannis Warkeworth de Oxonia; ita quod nec nos [&c.]; et nos [&c. warranty]; in cuius [&c. sealing], hiis testibus, Ricardo Spragote, Roberto Atwoode, Benedicto Stookys bidello, Willelmo Kyllebeke bidello & Roberto Jeffray, Thoma Havelle de Oxonia et aliis. Dat' decimo die Aprilis anno regni regis Henrici sexti post conquestum tricesimo quarto.

555.

[John Warkeworth enfeoffs Balliol in the same property.]

A. 2. 43 Dec. 20, 1456

Sciant presentes & futuri quod ego Iohannes Warkeworthe de Oxonia dimisi, feoffavi et hac presenti carta mea confirmavi magistro et scolaribus domus aule sive collegii de Balliolo et successoribus suis

in suburbiis extra portam borialem Oxonie omnia illa terras et tenementa in suburbio predicto cum pratis, pascuis, pasturis, & omnibus aliis pertinenciis suis, que nuper habui ex dono et feoffamento Georgii Nevelle, Roberti Thwates, Willelmi Rede et Roberti Abdy de Oxonia; habenda et tenenda prefato magistro et scolaribus et successoribus suis imperpetuum de capitalibus dominis feodi illius per servicia inde debita et de iure consueta. In cuius [&c. sealing], hiis testibus, Ricardo Swetlove de Oxonia, Ricardo Wythike, Ricardo Spragot, Willelmo Largg' bedello et Willelmo Gentylman et aliis de Oxonia. Dat' vicesimo die Decembris anno regni regis Henrici sexti post conquestum Anglie tricesimo quinto.

3. Other Miscellaneous Deeds. 556–63.

556.

[John Berford grants to John Horn and others lands &c. once of John Berford sen.]

A. 13. 15
Apr. 10, 1407

Sciant presentes & futuri quod ego Iohannes Berforde bocher de Oxonia dedi, concessi & hac presenti carta mea confirmaui Iohanni Horn capellano, Iohanni Wyttone capellano & Thome Euerdone capellano omnia terras & tenementa, redditus, reuersiones & seruicia quas & que habeo in villa, suburbiis & campis Oxonie, tam illa vel illas quas habeo vel habui ex dono & feoffamento Iohannis Berforde patris mei quam ex optentu & perquisicione seu empcione mea propria in villa de Oxenforde ac eciam in suburbio & campis eiusdem; habenda & tenenda predictis I., I., & T., sibi, heredibus & eorundem assignatis in perpetuum de capitalibus dominis feodi [&c.]; et ego [&c. warranty]. In cuius [&c. sealing], hiis testibus, Thoma Bokbynder, Rogero Grasier, Rogero Latener, Rogero Lymener, Ricardo Parchener' (*sic*) de Oxonia & aliis. Dat' Oxonie decimo die Aprilis anno regni regis Henrici quarti post conquestum octauo.

557.

[An agreement with John Horn and others.]

A. 13. 16
Sept. 5, 1403

Hec indentura testatur quod licet Iohannes Berforde bocher de Oxonia per quamdam cartam suam feoffamenti dederit & concesserit Iohanni Horne capellano, Iohanni Wyttone capellano & Thome

Euerdone capellano omnia terras & tenementa, redditus, reuersiones & seruicia que habuit in villa, suburbiis & campis Oxonie, prout in eadem carta plenius continetur; volunt tamen & concedunt prefati I., I., & T. pro se, heredibus ac assignatis suis per presentes quod si dictus Iohannes Berforde vel aliquis alius nomine suo de omnibus bonis & catallis, receptis de dicto Iohanne Horne & Simone Horne fratre eius & recipiendis usque festum Natalis domini proximo futurum post datam presencium ad idem festum computauerit, et super eodem compoto cum eisdem vel eorum altero, heredibus vel executoribus suis vel eorum alterius, iustum & racionabilem finem fecerit, quod extunc dicta carta feoffamenti & seisina inde secuta pro nullo habeantur; alioquin omnia predicta terre & tenementa [&c.] prefato domino Iohanni Horne, heredibus & assignatis suis remaneant imperpetuum. In cuius [&c. sealing]. Dat' quinto die Septembris anno regni regis Henrici quarti post conquestum nono.

558.

[John Wytton and Thomas Everdone quitclaim to John Horn lands of John Berford.]

A. 13. 17 May 17, 1410 Nouerint uniuersi presentes nos Iohannem Wyttone & Thomam Euerdone capellanos remisisse, relaxasse & pro nobis & heredibus nostris imperpetuum quietos clamasse Iohanni Horn capellano heredibus & assignatis suis totum ius nostrum & clameum quod habemus, habuimus vel aliquo modo habere poterimus seu aliquis nostrum habere poterit in omnibus illis terris & tenementis, redditibus, reuersionibus & seruiciis que vel quas habuimus ex dono & feoffamento Iohannis Berford iunioris filii Iohannis Berford de Oxonia, que situantur in villa, suburbiis & campis Oxonie, prout in carta inde confecta plenius continetur; ita quod nec nos [&c.]. In cuius [&c. sealing]. Dat' Oxonie decimo septimo die mensis Maii anno regni regis Henrici quarti post conquestum vndecimo.

559.

[John Berford quitclaims to John Horn lands once of John Boset.]

A. 13. 18 Jan. 10, 1411 Nouerint uniuersi per presentes me Iohannem Berforde iuniorem de Oxonia remisisse, relaxasse et omnino pro me & heredibus meis imperpetuum quietum clamasse Iohanni Horn capellano, heredibus &

assignatis suis totum ius meum & clameum quod habeo, habui vel habere potero in omnibus illis terris, tenementis, redditibus, reuersionibus & seruiciis, que & quas habui ex dono & feoffamento Iohannis Berforde patris mei, que quondam fuerunt Iohannis Boset de Oxonia, ac eciam que & quas habeo seu habui ex empcione seu perquisicione mea propria siue alicuius alterius donacione seu concessione in villa, campis & suburbiis Oxonie ubicumque situata; ita quod [&c.]; in cuius [&c. sealing]. Dat' Oxonie decimo die mensis Ianuarii anno regni regis Henrici quarti post conquestum duodecimo.

560.

[John Berford grants to John Harding and others a tenement in Cat Street.]

Sciant presentes & futuri quod nos Iohannes Berforde senior de Oxonia bocher & Iohanna uxor eius dedimus, concessimus & hac presenti carta nostra confirmauimus Iohanni Hardyng & Willelmo Kyngesmylle & Thome Mertone totum illud tenementum nostrum cum shopis, solariis, domibus, gardinis & omnibus suis pertinenciis, que habemus in vico de Catstrete in villa Oxonie inter tenementum abbatis & conuentus Oseneye ex parte australi & tenementum prioris & conuentus sancte Frideswyde ex parte boriali & gardinum collegii beate Marie de Wyntone versus orientem & abuttat super vicum regium de Catstrete versus occidentem [1]; habendum & tenendum prefatis I., W., & T., heredibus & eorum assignatis in perpetuum de capitalibus dominis feodi illius per seruicia inde debita & de iure consueta. Et nos [&c. warranty]; in cuius [&c. sealing], hiis testibus, Thoma Coventre maiore ville Oxonie, Iohanne Bradmere & Iohanne Quarram balliuis eiusdem ville, Thoma Gybbes, Waltero Daundesey, Iohanne Piece, Thoma Dene & aliis. Dat' apud Oxoniam die Lune proxima post festum sancti Hillarii anno regni regis Henrici quinti post conquestum septimo.

A. 13. 19
Jan. 15, 1420

561.

[John Berford grants to John Harding all his goods and chattels.]

Omnibus ad quos presens scriptum peruenerit Iohannes Berford senior de Oxonia bocher salutem in domino. Noueritis me predictum

A. 13. 20
Jan. 16, 1420

[1] This tenement was on the east side of Cat Street a little to the north of All Souls chapel. It never was the property of Balliol.

Iohannem dedisse, concessisse & hoc presenti scripto meo confirmasse Iohanni Hardyng, Willelmo Kyngesmylle & Thome Mertone omnia bona & catalla mea mobilia & immobilia, viva & mortua, cuiuscumque generis fuerint seu speciei, in quorumcumque manibus aut in quibuscumque rebus vel locis existencia; habenda & tenenda prefatis I., W., & T., executoribus & eorum assignatis imperpetuum; ita uidelicet quod nec ego [&c.]; in cuius [&c. sealing], hiis testibus, Thoma Coventre maiore Oxonie, Iohanne Bradmere & Iohanne Quarram balliuis eiusdem ville, Iohanne Piece, Thoma Dene, Thoma Thornburghe & aliis. Dat' Oxonie die Martis proxima post festum sancti Hillarii anno regni regis Henrici quinti post conquestum septimo.

562.

[Lucia de Kingeston grants Mauger Hall to William Douvylle.]

A. 14. 1 Apr. 15, 1312

Sciant presentes & futuri quod ego Lucia de Kingestone de Oxonia dedi, concessi & hac presenti carta mea confirmaui Willelmo Douuylle & Elizabeth filie mee unam aulam in villa Oxonie que vocatur Maugerhalle[1] cum omnibus schoppis & solariis & cameris eidem adiacentibus; habendam & tenendam predictam aulam cum schoppis, solariis & cameris adiacentibus prefatis Willelmo & Elizabeth & heredibus de corpore ipsius Elizabeth legitime procreatis, reddendo inde annuatim michi ad totam vitam meam quadraginta libras sterlingorum ad duos anni terminos, videlicet ad festum sancti Michaelis viginti libras et ad festum Pasche viginti libras, et faciendo annuatim pro me & heredibus meis capitalibus dominis feodi seruicia inde debita & consueta. Et ego predicta Lucia & heredes mei [&c. warranty]. Et si contingat quod predicti Willelmus & Elizabeth sine herede de corpore ipsius Elizabeth legitime procreato decedant, tunc predicta aula cum schoppis & aliis pertinenciis suis michi & heredibus meis integre & sine contradiccione aliqua reuertatur. In huius rei robur & testimonium parti huius carte mee ad modum cirographi confecte quam prefatis Willelmo & Elizabeth liberaui sigillum meum est appensum, et relique parti eiusdem carte quam habeo penes me ex liberacione predictorum Willelmi & Elizabeth sigilla eorundem Willelmi & Elizabeth sunt appensa. Dat' apud Oxoniam die Sabbati proxima post festum sancti Leonis pape anno regni regis Edwardi filii regis Edwardi

[1] Now the Golden Cross on the east side of Cornmarket.

quinto. Hiis testibus, Willelmo de Burnecestre tunc maiore Oxonie, Iohanne de Hamptone & Ricardo de Berkele tunc balliuis eiusdem ville, Roberto de Wormenhale, Iohanne de Dokelintone, Andrea de Pyrie, Ricardo le Spicer, Philippo de Wormenhale, Iohanne de Coleshulle, Iohanne le Orfeuere, Willelmo de Pennarth, Thoma clerico & aliis.

563.

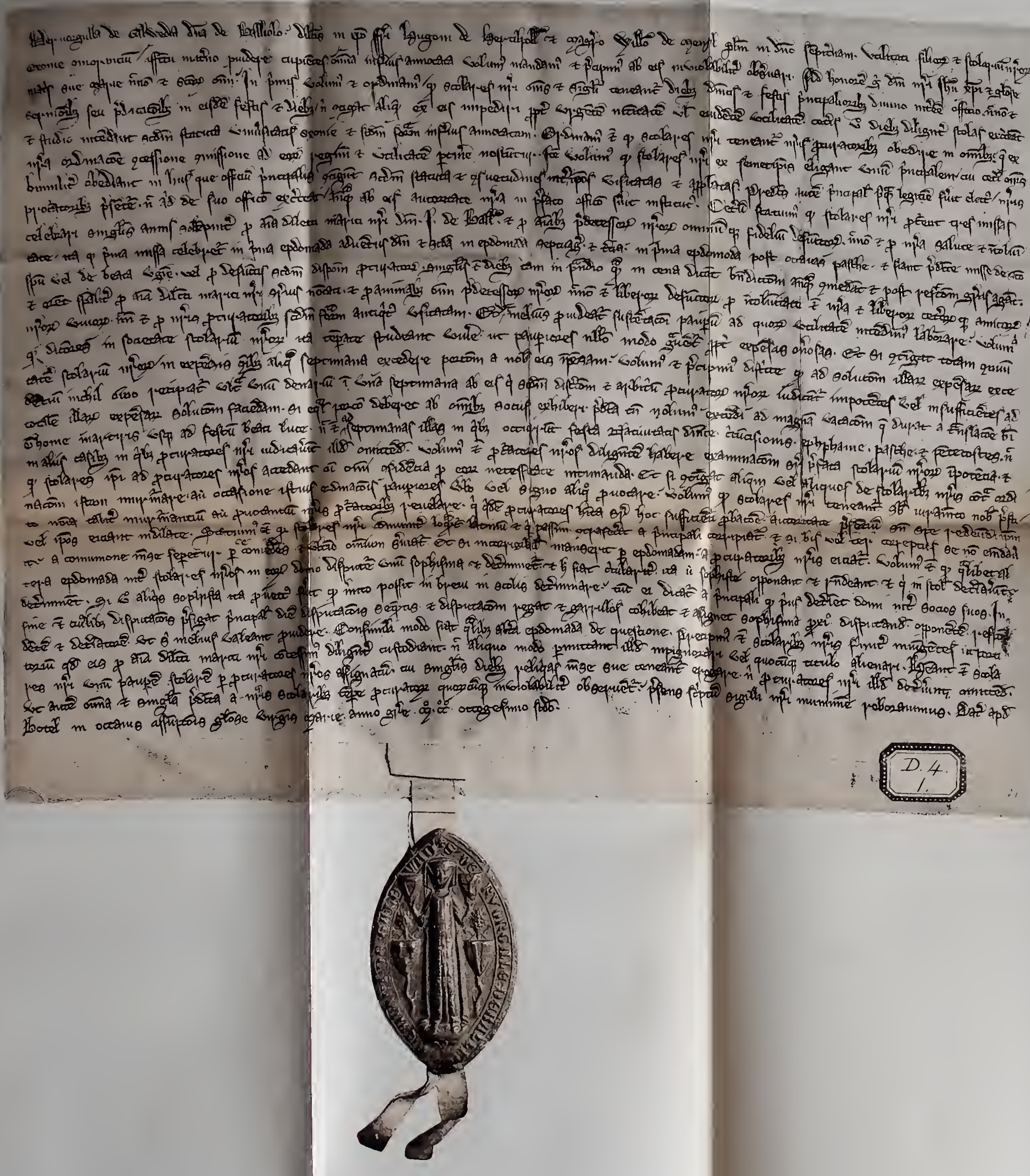
[The Town agrees that Balliol shall be exempt from the payment of tenths, which the King may levy on the Town.]

Hec indentura facta inter discretos uiros magistrum & scolares domus scolarium de Balliolo in Oxonia ex una parte & maiorem, balliuos, & communitatem uille Oxonie ex altera parte testatur quod cum graues discordiarum materie inter partes predictas nuper mote extiterint & exorte, occasione cuiusdam clausule in quibusdam litteris domini regis patentibus contente collectoribus decime in villa predicta & eius suburbiis domino regi in Parliamento suo tam apud Nouam Sar' quam in aliis parliamentis precedentibus concesse directis ad leuandum, colligendum & recipiendum decimas de singulis dominis secularibus gentibus laicis bona & possessiones habentibus, et aliis tam maioribus quam minoribus, qui dominia in villa & suburbiis predictis habent, necnon de viris ecclesiasticis de bonis prouenientibus de terris & tenementis suis post annum vicesimum domini Edwardi filii regis Henrici nuper regis Anglie, progenitoris domini regis nunc, in predicta villa & suburbiis adquisitis; dictique viri collegiati huiusmodi decimas soluere recusantes eo quod ante hec tempora huiusmodi decimas soluere non solebant ut asserunt, affirmantes ex munificentia regali per progenitores domini regis nunc eis esse concessum, quam eciam per ipsum dominum regem confirmatum, quod clerici & eorum familia & quicumque de iurisdiccione Cancellarii Uniuersitatis Oxonie existunt non sunt talliabiles, nisi de mercandisis se intromittant, set semper fuerant ab huiusmodi quote solucione exonerati antiquitus & quieti ; unde post varios & amicabiles tractatus inter partes predictas hinc inde habitos tandem per assiduam & circumspectam mediacionem discreti viri magistri Roberti Rigge, sacre pagine professoris ac Cancellarii Uniuersitatis Oxonie predicte, discordia inter partes predictas in hunc modum laudabiliter conquieuit, uidelicet quod predicti magister & scolares domus predicte & eorum successores im-

D. 7. 6
Dec. 16, 1384

perpetuum pro bona pace & perpetua tranquillitate habenda tam causa predictorum priuilegiorum & aliorum predictis Uniuersitati & scolaribus eiusdem per nobiles progenitores domini regis nunc quam eciam per ipsum regem concessorum, quam eciam propter multiplicata beneficia maiori & communitati per reuerendum virum magistrum Robertum Rigge cancellarium predictum facta & collata, sint quieti & exonerati de omnimodis decimis domino regi in villa predicta & suburbiis eiusdem concessis vel in posterum concedendis de dominis secularibus & gentibus laicis de terris, tenementis & redditibus ac prouenientibus eorundem ante diem date presencium adquisitis; prouiso semper quod prefati maior, balliui & communitas, heredes & successores sui causa alicuius decime spiritualis per clerum regni Anglie[1] umquam ante hec tempora concesse vel in posterum concedende racione istius compositionis non onerentur, molestentur in aliquo seu grauentur, set inde sint exonerati & quieti imperpetuum. Et quoad solucionem alicuius decime de dominis secularibus & gentibus laicis concesse vel in posterum concedende de terris, tenementis & redditibus ac prouenientibus eorundem ante dictum diem date presencium adquisitis prefati maior, balliui & communitas onerant se, heredes & successores suos imperpetuum cum condicionibus in ista composicione expressatis, ita quod predicti magister & scolares per collectores seu per maiorem & balliuos dicte communitatis vel eorum successores seu quouis alio modo quoad solucionem huiusmodi decime non occasionentur, molestentur in aliquo seu grauentur in futurum; et quoad solucionem decime de terris, tenementis & redditibus sibi adquirendis post datam presencium volunt predicti maior, balliui & communitas pro se, heredibus & successoribus suis quod predicti magister & scolares dicte domus gaudeant eisdem libertate, defensione, consuetudine & usu quibus ante litem & dissensiones nunc motas inter partes predictas gaudere consueuerant, non obstante ista composicione inter partes predictas indentata, saluo tamen quod tenentes dictorum magistri & scolarium in predictis terris & tenementis pro tempore existentes de bonis suis mobilibus secundum priuilegia Uniuersitatis predicte taxabilibus cum predicta communitate sint talliabiles ad solucionem dicte decime imperpetuum prout est moris, uidelicet illi qui sunt de iurisdiccione Uniuersitatis predicte taxentur & assideantur per Cancellarium eiusdem Uniuersitatis qui pro tempore fuerit secundum priuilegia dicte Uniuersitatis per prius [*sic*] usitata; ac eciam illi qui non sunt de iurisdiccione dicte Uniuersitatis per maiorem & communi-

[1] Anglicane, MS.



Dervorguilla's Statutes

[Face page 97]

tatem eiusdem ville taxentur & assideantur prout ante hec tempora taxari & assideri solebant & de iure consueuerunt. Ad hec omnia & singula premissa ex parte dicte communitatis obseruanda predicti maior, balliui & communitas obligant se, heredes & successores suos. In cuius rei testimonium predicte partes hiis indenturis sigilla sua communia alternatim apposuerunt. Dat' apud Oxoniam sextodecimo die mensis Decembris anno domini millesimo ccc octogesimo quarto & regis Ricardi secundi post conquestum octauo.[1]

XIII. STATUTES, ETC. 564–91.

564.

[The Statutes of Dervorgulla.]

Deruorgulla de Galwedia, domina de Balliolo, dilectis in Cristo fratri Hugoni de Hertilpoll' & magistro Willelmo de Menyl salutem in domino sempiternam. Utilitati filiorum & scolarium nostrorum Oxonie commorancium affectu materno prouidere cupientes, omnia inferius annotata uolumus, mandamus & precipimus ab eis inuiolabiliter obseruari. Ad honorem igitur domini nostri Ihesu Cristi & gloriose matris sue Marie necnon et sanctorum omnium, in primis uolumus & ordinamus quod scolares nostri omnes & singuli teneantur diebus dominicis & festis principalioribus diuino interesse offitio, necnon & sermonibus seu predicationibus in eisdem festis & diebus, nisi contingat[2] aliquem ex eis impediri propter urgentem necessitatem uel euidentem utilitatem; ceteris uero diebus diligenter scolas excerceant & studio intendant secundum statuta Uniuersitatis Oxonie & secundum formam inferius annotatam. Ordinamus eciam quod scolares nostri teneantur nostris procuratoribus obedire in omnibus que ex nostra ordinacione, concessione, commissione ad eorum regimen & utilitatem pertinere noscuntur. Item uolumus quod scolares nostri ex semetipsis eligant unum principalem cui ceteri omnes humiliter obediant in hiis que officium principalis contingunt secundum statuta & consuetudines inter ipsos usitatas & approbatas. Predictus autem principalis postquam legitime fuerit electus nostris procuratoribus presentetur, nec aliquid de suo officio excerceat ante-

D. 4. 1
Aug. 22, 1282

[1] With the Town Seal, but not a good specimen, SIGILL' COMMVNE OMNIVM CIVI[......]. A similar grant was made to Merton on the same day (Merton deeds no. 2704) and no doubt to all Colleges that existed at that time.

[2] contigat, MS.

quam ab eis auctoritate nostra in prefato officio fuerit institutus. Ceterum statuimus quod scolares nostri procurent tres missas celebrari singulis annis sollempniter pro anima dilecti mariti nostri domini I. de Balliolo & pro animabus predecessorum nostrorum omniumque fidelium defunctorum, necnon & pro nostra salute & incolumitate, ita quod prima missa celebretur in prima epdomada aduentus domini & secunda in epdomada septuagesime & tercia in prima epdomada post octauas Pasche & fiant predicte misse de sancto spiritu uel de beata uirgine uel pro defunctis secundum disposicionem procuratorum. Singulis eciam diebus tam in prandio quam in cena dicant benediccionem antequam commedant & post refeccionem gracias agant, & orent specialiter pro anima dilecti mariti nostri superius nominati & pro animabus omnium predecessorum nostrorum, necnon & liberorum defunctorum, pro incolumitate etiam nostra & liberorum ceterorumque amicorum nostrorum uiuorum, necnon & pro nostris procuratoribus secundum formam antiquitus usitatam. Et ut melius prouideatur sustentacioni pauperum ad quorum utilitatem intendimus laborare, uolumus quod diciores in societate scolarium nostrorum ita temperate studeant uiuere ut pauperiores nullo modo grauentur propter expensas onerosas. Et si contingat totam communitatem scolarium nostrorum in expensis communibus aliqua septimana excedere porcionem a nobis eis impensam, uolumus & precipimus districte quod ad solucionem illarum expensarum excedentium nichil omnino recipiatur ultra unum denarium in una septimana ab eis qui secundum discrecionem & arbitrium procuratorum nostrorum iudicantur impotentes uel insufficientes ad totalem illarum expensarum solucionem faciendam, si equalis porcio deberet ab omnibus sociis exhiberi. Predicta tamen nolumus extendi ad magnam uacacionem que durat a translatione beati Thome martiris usque ad festum beati Luce, nec eciam ad septimanas illas in quibus occurrunt festa Natiuitatis dominice, Circumcisionis, Epiphanie, Pasche & Pentecostes, nec in aliis casibus in quibus procuratores nostri iudicauerint illud omittendum. Uolumus eciam procuratores nostros diligentem habere examinacionem super prefata scolarium nostrorum impotencia & quod scolares ipsi ad procuratores nostros accedant cum omni confidencia pro ipsorum necessitate intimanda. Et si contingat aliquem uel aliquos de scolaribus nostris contra ordinacionem istam murmurare aut occasione istius ordinacionis pauperiores uerbo uel signo aliquo prouocare, uolumus quod scolares nostri teneantur sub iuramento nobis prestito nomina taliter murmurantium aut prouocantium nostris procuratoribus reuelare; qui quidem procuratores habita

super hoc sufficienti probacione, auctoritate presencium sine spe redeundi ipsum uel ipsos eiciant indilate. Statuimus etiam quod scolares nostri communiter loquantur Latinum, & qui passim contrafecerit a principali corripiatur & si bis uel ter correptus se non emendauerit a communione mense separetur, per se commedens, & ultimo omnium seruiatur. Et si incorrigibilis manserit per epdomadam a procuratoribus nostris eiciatur. Uolumus eciam quod qualibet altera epdomada inter scolares nostros in eorum domo disputetur unum sophisma & determinetur, & hoc fiat circulariter ita ut sophiste opponant & respondeant, & qui in scolis determinauerint determinent. Si uero aliquis sophista ita prouectus fuerit quod merito possit in breui in scolis determinare, tunc ei dicatur a principali quod prius determinet domi inter socios suos. In fine eciam cuiuslibet disputacionis prefigat principalis diem disputacionis sequentis & disputacionem regat & garrulos cohibeat & assignet sophisma proximo disputandum, opponentem, respondentem, & determinatorem, ut sibi melius ualeant prouidere. Consimili modo fiat qualibet altera epdomada de questione. Precipimus eciam scolaribus nostris firmiter iniungentes ut portitorium[1] quod eis pro anima dilecti mariti nostri concessimus diligenter custodiant, nec aliquo modo permittant illud impignorari uel quocumque titulo alienari. Habeant etiam scolares nostri unum pauperem scolarem per procuratores nostros assignatum, cui singulis diebus reliquias mense sue teneantur erogare nisi procuratores nostri illud decreuerint omittendum. Ut autem omnia & singula predicta a nostris scolaribus tempore procuratorum quorumcumque inuiolabiliter obseruentur, presens scriptum sigilli nostri munimine roborauimus. Dat' apud Botel in octauis Assumpcionis gloriose uirginis Marie anno gracie MCC octogesimo secundo.[2]

565.

[Dervorgulla beseeches brother R. de Slikeburne to be her agent in establishing the College of Balliol.]

Uenerande religionis uiro ac patri suo karissimo fratri R. de Slikeburne de ordine fratrum minorum D. de Galwithia domina de D. 4. 2 Apr. 16, 1284

[1] This unknown word occurs in a charter printed in the *Eynsham Cartulary*, ii. 175, where it seems to mean a missal of some kind.

[2] Seal pointed oval; see plate. On the obverse:—S' DERVORGILLE DE BALLI[OLO] FIL' ALANI DE GALEWAD'. Her own shield in her right hand; the Balliol shield in her left hand. On the reverse:—S' DERVORGILLE DE GALEWAD' DNE· DE· BALLIOLO.

Balliolo salutem & deuocionis augmentum in spiritu sancto. Quoniam elemosinam pauperum scolarium domus nostre de Balliolo Oxonie studencium per deuocionem bone memorie domini Iohannis de Balliolo quondam sponsi nostri dudum inchoatam, ac per nos post eius decessum actenus continuatam, ad diuine laudis honorem & tocius ecclesie militantis utilitatem non modicam testatur proficere uirorum illustrium assercio fidedigna; hinc est quod ad tantorum tam religiosorum quam secularium instanciam omni fauore dignissimam elemosine predicte perpetuacionem, spiritu sancto suggerente, affectare quamplurimum excitamur. Quapropter de uestra descrecione deuocioneque plenam gerentes fiduciam, a uenerabili patre ministro uestro perpetuacionis eiusdem execucionem uobis committi procurauimus finali effectui mancipandam, uobis prece qua possumus attente supplicantes quatinus assistente uobis consolacione diuina dictam perpetuacionem satagatis adimplere, prout melius noueritis diuine consonum uoluntati, sancte matris ecclesie utilitati & dictorum scolarium commoditati aptum & proficuum. Et nos quantum in nobis est in omnibus & per omnia ratum & gratum habere promittimus quicquid uos circa negocia scolarium predictorum ordinare, facere, mutare seu procurare decreueritis, et quociens attornatis indigemus ad quascumque saysinas capiendas seu donandas ad opus scolarium predictorum siue de domibus, siue de terris, siue de aliis quibuscumque emptis, emendis uel commutandis ipsos exnunc ordinamus, facimus & constituimus nostros attornatos & procuratores quos uos nomine nostro nominandos duxeritis seu assignandos. Et omnia & singula predicta uniuersis sancte matris ecclesie filiis tenore presencium significamus. In cuius rei testimonium has litteras nostras patentes uobis transmisimus nostro sigillo consignatas. Datas apud Fodringeye in octauis Pasche anno domini MCC octogesimo quarto.

566.

[The Bishop of Lincoln gives his approval of the foundation of Dervorgulla.]

D. 4. 3 June 13, 1284 Uniuersis sancte matris ecclesie filiis ad quos presentes littere peruenerint Oliuerus permissione diuina Lincolniensis episcopus salutem in domino. Cum nobilis mulier deoque deuota domina Doruerguilla de Galewythia domina de Balliolo ad honorem & laudem summe & indiuidue Trinitatis, gloriosissime virginis Marie, genetricis unici filii Dei, beate uirginis & martiris Katerine ac tocius curie celestis & ad

utilitatem tocius ecclesie militantis & stabilimentum Uniuersitatis Oxonie, pro anima nobilis uiri pie recordacionis domini Iohannis de Balliolo quondam sponsi sui & pro animabus omnium predecessorum suorum ac pro salute propria omniumque successorum suorum, locum quemdam cum edificiis & omnibus pertinenciis quem domum scolarium de Balliolo censuit nuncupandum, in nostra diocese apud Oxoniam, ubi viget studium generale, de nouo ordinauerit & in subsidium perpetue sustentacionis magistri dicte domus de Balliolo & scolarium eiusdem assignauerit, eosque philosophiam audire decreuerit & quousque in artibus cessauerint inibi commorari, ex quibus multi moribus & sciencia prediti exeuntes in religionem & alibi magnum fructus cumulum produxerint, & adhuc maiorem domino concedente producent, locumque predictum seu domum terris, possessionibus ac uariis prouentibus in tantum pia deuocione dotauerit atque ditauerit quod studentes inibi in perpetuum congrue poterunt sustentari, sitque nostri debitum officii caritatis & pietatis opera comprobare, precipue que diuine laudis ampliacionem, curie celestis ueneracionem, tocius ecclesie militantis exaltacionem, ac Uniuersitatis predicte fulcimentum respiciunt & honorem, nos dicte nobilis domine deuocionem in domino commendantes, status dictorum magistri & scolarium locique predicti seu domus perpetuacionem cum terris & possessionibus & rebus aliis eidem domui appropriatis seu appropriandis in posterum ratam habentes et gratam ipsam approbamus & tenore presencium confirmamus, eidemque stabilitatis & firmitatis perpetue quantum ad nos pertinet robur plenissimum inpartimur, saluis episcopali auctoritate & Lincolniensis ecclesie dignitate. In cuius rei testimonium sigillum nostrum presentibus est appensum. Dat' apud Lidingtone Id. Iunii anno domini MCC octogesimo quarto.

A duplicate of no. 566. Both are sealed, this on a tag, but no. 566 on a strip. The seals are broken. **D. 4. 4**

567.

[Grant to Balliol College of moneys owed to the late John de Balliol.]

Omnibus Cristi fidelibus presentes litteras uisuris uel audituris **D. 4. 5**
Deruorgulla de Galewithia domina de Balliolo ceterique executores **June 20, 1287**
testamenti domini Iohannis de Balliolo salutem in domino. Piam considerantes affectionem quam dilectus quondam dominus noster

dominus I. supradictus habuit ad scolares domus de Balliolo quam Oxonie diuini spiritus instinctu feliciter inchoauit & de perpetua sustentacione decreuerat prouidere, si mortis Auctor & uite sibi concessisset suum adimplere propositum, ipsam eius affectionem ad effectum optatum deducere cupimus ut tenemur. Hinc est quod ex mera & pura omnium nostrum uoluntate pro anima karissimi domini nostri supradicti presencium tenore damus, concedimus & in perpetuum assignamus magistro Waltero de Fodringeye principali scolarium predictorum & eisdem scolaribus domus supradicte, ad sue domus perpetuacionem & sue perpetue sustentacionis prouisionem, omnia debita & quecumque bona alia quocumque titulo ad dictum defunctum seu defuncti testamentum spectancia ad quascumque manus religiosas uel alias per mutuum uel aliter quocumque modo fuerint deuoluta, constituentes dictum magistrum W. principalem scolarium predictorum seu quemcumque alium eius successorem uel quem ipse uel eius successor duxerit substituendum procuratorem seu attornatum in re sua ad petendum seu exigendum ad opus suum sociorumque suorum omnia debita & quecumque bona alia ubicumque inuenta & quomodocumque detenta & ad conueniendum quoscumque debitores, detentores, seu occupatores bonorum predictorum in quocumque foro melius sibi uiderit expedire. Damus eciam dicto principali seu eius sic substituto plenarie totam nostram potestatem debita & alia bona supradicta recipiendi & recepta in usus sue perpetuacionis ac perpetue sustentacionis necessarios omnino conuertendi, quietumclamandi & quietas clamaciones quibuscumque debitoribus soluentibus faciendi, ac omnia & singula circa premissa faciendi & persequendi quibuscumque diebus & locis & coram quibuscumque iudicibus ecclesiasticis seu secularibus, que nos facere possemus uel deberemus, si nostram corporalem exhiberemus presenciam, in omnibus & per omnia ratificantes & confirmantes quicquid dictus principalis seu eius substitutus faciendum duxerit in premissis. Et ut omnia & singula supradicta firmum & solidum capiant effectum in hiis scriptis totum ius quod habemus uel de cetero habere poterimus in premissis & singulis premissorum omnino cedimus principali & scolaribus supradictis, omni actioni imperpetuum renunciantes que nobis uel alicui nostrum competit seu aliqualiter competere poterit in futurum, & totam administracionis curam que nobis coniunctim uel diuisim incubuit in eosdem principalem & scolares in solidum transferentes cum omni onere dictam curam temporaliter seu spiritualiter contingente, saluis tamen semper nobis dicte Deruorgulle duabus partibus omnium

debitorum & aliorum bonorum supradictorum [in uiduitate][1] li[bera][1] nos contingentibus que in ista dacione, concessione & assignacione dictis scolaribus facta minime continentur. Et qu[ia nos executores supradicti][1] bona predicta sustentacioni dictorum scolarium per dictam Deruorgullam perpetuande assignauimus, uolumus [quod quociens principalis][1] uel quilibet alius dictorum scolarium procurator seu atornatus aliqua de dictis bonis receperit, dicte D. uel cuicumque quem [ad hoc][1] specialiter assignauerit racionem reddat de receptis. In cuius rei testimonium sigilla nostra presentibus sunt appensa. Dat' apud Lang[. .]tune die Ueneris proxima ante Natiuitatem sancti Iohannis Baptiste anno domini M ducentesimo octogesimo septimo.

568.

[A similar and earlier grant.]

Omnibus Cristi fidelibus presentes litteras uisuris uel audituris Hugo de Eure & Stephanus frater eius executoresque ceteri testamenti domini Iohannis de Balliolo salutem in domino. Piam considerantes affectionem quam dilectus dominus noster I. supradictus [&c. as in no. 567] ut tenemur. Hinc est quod ex mera & pura omnium uoluntate nostrum executorum cum consensu & assensu nobilis mulieris domine Deruorgulle de Galewithia domine de Balliolo pro anima karissimi domini nostri supradicti presencium tenore damus, concedimus & in perpetuum assignamus scolaribus domus predicte, ad sue domus perpetuacionem [&c. as in 567] constituentes magistrum Walterum de Fodringeye dictorum scolarium principalem seu quemcumque alium [&c. as in 567] expedire. Damus eciam dicto principali seu eius sic substituto totam nostram potestatem secundum condiciones inferius annotatas debita & bona alia supradicta recipiendi [&c. as in 567 reading 'creditoribus' for 'debitoribus'] spiritualiter contingente. Uolumus tamen & unanimiter ordinamus supradictam donacionem sic accipi quod nichil premissorum attemptetur nisi per consilium fratris Ricardi de Sclikeburne uel rector*um* domus predicte, si ipsum superesse non contigerit, et quod contra fuerit attemptatum irritum decernimus & inane. Debitum eciam domini Roberti filii Roggeri (*sic*) in quo dicto tenetur testamento una cum quibusdam debitis & bonis aliis per discrecionem dicti fratris R. nostre disposicioni uolumus reseruari, si quid forsitan per racionabilem declarationem poterit inueniri quod solui debeat uel restitui. In cuius rei testimonium sigilla nostra presentibus sunt

D. 4. 6
June 5, 1287

[1] The words in brackets are conjectural.

appensa. Dat' apud Creclawe in comitatu Norhumbr' die Iouis proxima post festum sancte Trinitatis anno domini MCC octogesimo septimo.

569.

[A modification of the previous grant.]

D. 4. 7
Dec. 11, 1287

Pateat uniuersis presentes inspecturis quod cum contineatur in quadam littera patente sub sigillo domini Hugonis de Euer & magistri Stephani fratris sui executorum testamenti domini Iohannis de Balliolo, cuius anime propicietur Altissimus, & aliorum executorum eiusdem testamenti, si qua sint ibi alia sigilla apposita eorundem, quod omnia bona residua dicti testamenti tam debita quam alia ad promocionem domus scolarium de Balliolo Oxonie per dictos executores pro anima dicti nobilis uiri mere & sponte & pure sunt assignata, concessa & collata, & dicti scolares ad eadem petenda, recipienda & in usus suos conuertenda prout melius uiderint expedire communi utilitati procuratores tanquam in re propria sunt specialiter ad hoc constituti per eosdem, hoc tantum excepto quod aliqua porcio de dictis bonis & debitis per discrecionem fratris R. de Sclykeburne reseruetur illis restituenda seu soluenda quibus iuste competit actio, si quid circa dictum testamentum minus fuerit completum uel necligenter omissum, in qua littera si non [1] contineantur eadem uerba continetur tamen eadem sentencia: hinc est quod ego frater R. supradictus uidens in huius rei dilacione magnum animabus quamplurimis iminere dispendium, dictam discrecionem modo subscripto duxi declarandam, quod uidelicet dicti scolares seu eorum attornatus & procurator dicta omnia tam bona quam debita residua quocumque titulo ad dictum testamentum spectancia & in quacumque manu inuenta petendi, recipiendi & in usus proprios conuertendi liberam exnunc habeant facultatem, prohibicione seu contradiccione cuiuscumque dictorum executorum non obstante, centum libris in quibus dominus Robertus filius Rogeri per suum scriptum obligatorium dicto tenetur testamento & pecunia quam soluerant monachi de Rieualle dictis executoribus de debito, in quo eidem testamento tenebantur, ante festum beatorum apostolorum Petri & Pauli proximo transactum tantum reseruatis, quousque per meum consilium de ipsa pecunia reseruanda quid faciendum sit plenius fuerit ordinatum. Quod si dicti monachi de suo debito predicto cuiquam alii quam dictis scolaribus post

[1] These two words are indistinct.

festum supradictum aliquid soluerint uel soluant in futurum, contra tam soluentes quam recipientes ipsi scolares sicud de re spoliata liberam que competit habeant accionem. Dicte vero centum libre exigantur, recipiantur & conseruentur seu custodiantur in loco saluo & securo per dominum H. de Euer & magistros Stephanum fratrem eius & W. de Foddringeye donec in speciali super illis & in scriptis duxero discernendum. In cuius rei testimonium huic littere sigillum meum est patenter appensum; dat' apud Couentre die Iouis proxima post festum sancti Nicholai episcopi anno domini MCCLXXX septimo.

570.

[The two external masters of the College decide that by the statutes of the College the students must attend the schools of Arts and no other schools.]

Tenore presencium pateat uniuersis quod anno domini millesimo trecentesimo vicesimo quinto in festo sancte Margarete virginis dubitacione suborta & questione mota inter scolares domus de Balliolo in Oxonia an liceret sociis ibidem commorantibus aliam scientiam audire quam artes liberales prout artes intelliguntur, que in scolis arcistarum ab arcistis legi possunt, auditis & pensatis motiuis hinc inde ac sufficienti deliberacione prehabita demum declaratum extitit & diffinitum huiusmodi audicionem nullo modo licere, prout apparuit secundum intentionem fundantis domum predictam, immo totaliter fore contra mentem eiusdem necnon & contra consuetudines laudabiles per socios domus eiusdem hactenus approbatas & diucius usitatas. Et ideo inhibitum fuit & interdictum per magistros Robertum de Leycestria de ordine fratrum minorum sacre pagine professorem & Nicholaum de Tyngewicke doctorem in medicina & bacularium sacre theologie tunc magistros extrincecos domus antedicte, ne aliquis socius domus eiusdem magister uel scolaris aliquam facultatem audiat seu eidem intendat in pleno termino seu vacacione preter artes liberales que ab arcistis in scolis arcium de iure legi possunt, prout superius est expressum. Acta sunt ista in aula de Balliolo coram tota communitate, ipsa non reclamante, die sancte Margarete virginis anno supradicto, presentibus magistris sacre theologie doctoribus magistro Ricardo de Camsale & magistro Waltero de Horkestaw una cum magistris Ricardo filio Radulphi & Ricardo de Retford, qui omnes quondam dicte domus socii extiterunt quibus omnibus & singulis

D. 4. 8
July 25, 1325

dicta diff*inicio* & inhibicio iusta simpliciter videbatur. Et si aliquis contra istam inhibicionem aut iniunccionem venerit ac legitime monitus per principalem dicte domus desistere noluerit, tanquam rebellis statutis & consuetudinibus domus predicte arbitrio magistrorum qui pro tempore fuerint merito punietur. Et ne istud factum postea in dubium reuocetur sigilla predictorum magistrorum Roberti & Nicholai una cum sigillis domini Cancellarii Uniuersitatis Oxonie & decani eiusdem ville sunt apposita. Et nos Cancellarius Uniuersitatis Oxonie & decanus eiusdem ville sigilla nostra ad rogatum dictorum magistrorum apposuimus in perpetuam memoriam premissorum. Script' Oxonie in festo sancti Iacobi apostoli anno superius predicto.[1]

Endorsed. Littera testificans nullum socium aule de Balliolo in pleno termino siue vacacione alicui sciencie p*rete*r philosophie intendere ullo modo (contemp. hand).

571.

[The statutes of Philip de Somervile.]

D. 7. 5 1340 Edwardus [2] dei gracia rex Scotorum, ex primeua fundacione magistri & scolarium aule siue domus de Balliolo in Oxonia fundator, uniuersis & singulis ad quos presentes peruenerint salutem in amplexibus saluatoris. Cartam domini Philippi de Somervyle domini de Wychenore militis & statuta in eadem carta contenta magistrum & scolares aule siue domus de Balliolo in Oxonia concernencia, sigillis bone memorie domini Ricardi dudum Dunelmensis episcopi ac venerabilium virorum religiosorum dominorum prioris & capituli Dunelm', reuerendi viri & discreti domini Cancellarii Uniuersitatis Oxonie ac magistri & scolarium aule siue domus de Balliolo in Oxonia una cum sigillo dicti domini Philippi de Somervyle consignatam, inspeximus & in nostra presencia perlegi fecimus in forma que sequitur verborum:—'In nomine sanctissime & indiuidue Trinitatis, patris & filii & spiritus sancti & gloriose virginis Marie & beate Katerine virginis & martiris omniumque sanctorum, ego Philippus de Somervyle, de summi rerum

[1] The four seals are broken, but enough remains to show that on the extreme left was the seal of Rob. de Leycestre : then Nicholas of Tingewick, apparently a circular seal; then the Chancellor, a man with two proctors on each side and an ox below; on the right the seal of the Deanery.

[2] This deed is printed in *Balliofergus*, but with remarkable inaccuracy. There is a translation of it in *Balliol College*, by F. de Paravicini, pp. 184–209, which misses the meaning in a few passages, which are indicated in the following notes.

& bonorum Opificis bonitate confisus, eiusdem gracia qui uota hominum pro sua voluntate ad bonum disponit & dirigit fidenter innisus, animique reuolucione sepe sollicitus si quid sui nominis honori retribuam pro hiis que michi in hac vita tribuit habundanter, aduocacionem ecclesie de Mikelbenton comitatu Norehumbree & in diocese Dunelmensi cum duabus carucatis terre arabilis & viginti acris prati in campis eiusdem ville magistro & scolaribus domus de Balliolo in Oxonia, ac eorum successoribus in augmentacionem numeri scolarium & ad sustentacionem eorundem imperpetuum pro salute anime mee & dilecte sponse mee Margarete & ad honorem & gloriam domini nostri Ihesu Cristi & sancte Katerine virginis ac martiris contuli caritatiue, quam quidem collacionem spontanea & libera voluntate ac deliberato consilio approbo, ratifico & confirmo & apud eosdem magistrum & scolares manere imperpetuum dispono sub forma & condicionibus infrascriptis tam quoad personas quam ad regulas eorundem, annuente domino, sine contradiccione iugiter obseruandis.

Hanc igitur formam quoad omnia infrascripta de communi consensu magistri & scolarium predictorum statuend*o* dispono quod ultra numerum sexdecim sociorum secundum antiquas obseruancias a sociis dicte domus usitatas secundum facultatum sufficienciam dicte domui pertinenc*ium* sex scolares facultati arcium intendentes per socios dicte domus de nouo sint electi, in quorum eleccione necnon in sustentacionis gracia*m* admissione illi qui de locis propinquioribus illi loco ubi beneficia antĕdicta dicte domui per me collata situantur oriundi fuerint, dum tamen in eis vel eorum aliquo tres condiciones in antiquis ordinacionibus nominate uidelicet magis pauperes, magis proficientes & magis morigerati, precipui sint & primi. Sit autem in dicta domo superior perpetuus in eadem domo commorans qui magistri nomine perpetuo nuncupetur, vir in spiritualibus & temporalibus circumspectus, qui scolaribus in ipsa domo commorantibus ac ministris altaris aliisque omnibus officiariis seu famulis quocumque nomine censeantur qui ad exteriorum seu interiorum administracionem seu regimen fuerint deputati preeminiat[1] & presit, omnesque ei tam scolares quam altaris ministri officiarii & quicumque alii famuli tanquam suo superiori in hiis que officium suum contingunt pareant & intendant. De condicionibus vero eiusdem quoad eius institucionem, eleccionem seu destitucionem & alia ipsum tangentia ea firmiter obseruentur que super hoc inferius sunt annotata.

Uolo eciam & ordino quod de numero scolarium domus supradicte

[1] sic.

eligantur sub formam subscriptam sex socii dummodo in facultate arcium fuerint regentes, qui sacre theologie facultatem audiant, quibus eciam in vacacionibus aliis facultatibus liceat intendere, decreta & decretales per biennium dumtaxat audire.

Dispono eciam quod eleccio magistri perpetui secundum formam inferius annotatam celebretur. Conuocatis omnibus sociis presentibus & absentibus iusta causa & necessaria, dummodo sine notabili difficultate venire poterint, iniungat principalis vel locum eius tenens omnibus & singulis in fide prestita domui quod fideliter duos eligant arcistas qui cum principali domus predicte seu cum eius locum tenente in scrutinio sedebunt, qui per communitatem electi coram seniore secundum eius statum in domo iuramentum prestent corporale & idem iuramentum in propria persona coram eodem seniore prestet principalis quod nec per se, alium, vel alios aliquem vel aliquos ad dicendum [1] pro aliquo in magistrum eligendo induxerint vel inducent quovismodo contra voluntatem propriam & spontaneam, & ad idem iuramentum obseruandum quilibet socius domus supradicte virtute sui iuramenti per eundem seniorem firmiter astringatur. Iurent eciam omnes & singuli tactis sacrosanctis in presencia omnium sociorum quod fideliter & absque personali acceptacione & spe remuneracionis facte vel in futurum faciende pro tali dicant quem melius scientem, magis potentem & maiorem zelum habentem sciuerint ad domus negocia expedienda. Quo facto principalis & alii duo per communitatem electi vota singulorum fideliter sedendo audiant in secretis & scribant & ipsum electum in magistrum fideliter denuncient in quem maior pars communitatis consenserit. Et si contingat aliquos vocum paritatem optinere per saniorem [2] partem communitatis nominatus in magistrum sit electus. Saniorem vero partem ex prerogatiuis in scientia & prioritate domus aliisque consimilibus, ex quibus unus alio uel una pars altera in collegiis sanior solet numerari, vocari decerno. Eleccione quidem magistri celebrata, faciat eum principalis vel senior secundum statum suum in domo coram communitate iurare quod statuta & ordinaciones per me editas fideliter obseruabit. Item volo & dispono quod magister sub forma predicta electus cum littera comitatus [3] ad manerium meum de Wychenore ante officii sui executionem mittatur & domino eiusdem manerii qui pro tempore fuerit se offerat, si quis fuerit de sanguine meo dominus dicti manerii pro tempore illo, & causam sui aduentus exponat; qui sine excepcione contra formam eleccionis seu contra personam electam & absque omni contradiccione

[1] Means 'to vote for'. [2] Not 'senior' but 'saner'. [3] sic.

per predictum dominum illius manerii in magistrum dicte domus sit receptus. Si autem dominus ad dictum manerium presens non extiterit, sufficiat si custodi dicti manerii se presentet & causam sui aduentus exponat. Si autem contingat hereditatem meam inter sorores [1] esse diuisam seniori sorori vel eius heredibus, dum de sanguine meo fuerint, ad dictum manerium de Wychenore dicti magistri sub forma subscripta fiat presentacio. Dictus vero magister, cum de manerio predicto Oxoniam redierit, Cancellario vel eius commissario Uniuersitatis qui pro tunc fuerit, priori seu custodi monachorum Dunelm' Oxonie studencium ibidem pro voluntate domini prioris Dunelm' deputato & duobus magistris extrinsecis assedentibus per principalem & unum de senioribus vel per duos seniores presentetur, a quibus sine contradiccione omnimoda confirmetur; coram quibus prestet iuramentum corporale ordinaciones & constitutiones per dictum dominum Philippum de consensu predictorum scolarium editas fideliter obseruare; & idem iuramentum prestet ad manerium de Whichenore coram domino predicti manerii, si tempore sue presentationis dictus dominus presens extiterit. Cancellario vero vel eius commissario, priore seu custode monachorum predicto aut dictis duobus magistris extrinsecis in hac parte necligentibus vel alias qualitercumque predictam confirmacionem expedire nolentibus, hoc ipso quod eisdem ut predicitur sic electus presentatus fuerit pro confirmato habeatur. Et consimilis forma quoad admissionem cuiuslibet dicte domus electi ad intendendum sacre theologie & quoad eius recepcionem coram memorato Cancellario vel eius commissario & priore seu custode predicto & dictis duobus magistris extrinsecis penitus obseruetur.

Hoc eciam in eadem domo specialiter obseruatur (*sic*) ut circa eos cui ad theologiam fuerint eligendi diligenti sollicitudine caueatur ne qui vel quis preter honestum vel honestos, castos, pacificos, & humiles, ad studium habiles ac proficere volentes, admittantur; quos per communitatem de sociis dicte domus, dum tamen in artibus rexerint, eligendos esse dispono sub hac forma. Conuocet magister domus supradicte communitatem, omnibus & singulis in sacramento domini prestito [2] firmiter iniungendo quod fideliter & sine personarum acceptacione, fauore omnimodo & affeccione quacumque postpositis, talem vel tales ad facultatem predictam eligant quos verisimiliter per experientiam probabilem ad proficiendum in facultate predicta magis

[1] Not 'my sisters', but 'sisters'. Whenever sisters inherited an estate, it was by law equally divided between them.

[2] Not 'after administering to them the Sacrament of the Lord', but 'in virtue of their oath'.

habiles & morigeratos sciuerint; et ille vel illi in quem vel in quos pars maior communitatis consenserit ad theologie audicionem sint electi. Si autem contingat aliquos de eligendis paritatem vocum optinere, senior secundum eius statum in domo preferatur. Electus vero vel electi ad intendendum sacre theologie in sexto anno sue audicionis theologie opponat, & per unum annum vel duos si videtur communitati expedire opponat, & in nono vel decimo anno librum sententiarum legat, & in duodecimo vel terciodecimo anno in eadem facultate incipere teneatur, nisi ex causa legitima vel honesta impediatur. Audiat eciam magister dicte domus quamcumque facultatem voluerit.

Sit eciam numerus scolarium pro redditibus meis dicte domui eligendorum ut predicitur, quorum quilibet undecim denarios per manus sui magistri vel eorum qui ad proventus dicte domus recipiendum vel reseruandum fuerint deputati percipiat; ita tamen quod singulorum sociorum commune in dicta domo ex aliis redditibus veniencium [1] ad undecim denarios per redditus meos predictos augeantur. Si autem victualium caristiam accidere contingat, singulorum sociorum dicte domus commune secundum arbitrium magistri & communitatis ad quindecim denarios inclusiue septimanatim accrescant. Volo eciam quod quilibet dictorum scolarium quatuor denarios percipiat pro septimanis maxime festiuis, sicut in septimana Natalis domini & Pasche & aliis consimilibus, ultra id quod solebat per septimanam predictam percipere; magister siquidem cameram sibi soli deputatam & garcionem sibi ministrantem, qui secundum ordinacionem dicte communitatis suam sustentacionem percipiat de communi. Quia vero extraneos ad dictam domum pro negociis eiusdem accedentes sepius a magistro recipi oportebit, dispono quod si propter sic accedentes & communitatis honestatem pro se & suis commensalibus si sibi videbitur expediens in camera propria prout aliis sociis ministratur [2] [*sic*], mensam minime excessiuam habeat de communi & eo tempore,[3] nisi egritudinis vel alterius cause racionabilis necessitas eum urgeat & compellat. Dictus eciam magister quadraginta solidos pro suis necessariis annuatim de communi percipiat cum facultates reddituum meorum ad hoc sufficerint [*sic*] quousque per me vel per alios seu per communitatem pro eo comodius fuerit ordinatum. Dispono eciam quod idem magister iuramentum prestet corporale ut de sua administracione & de omnibus bonis dicte domui spectantibus coram communi-

[1] Probably 'venientes' was intended.

[2] Probably some word or words are lost: perhaps 'ministrandum foret' lost after the word 'propria'.

[3] Apparently means 'only on such an occasion'.

tate vel aliquibus ad sua raciocinia audienda per communitatem deputatis annis singulis die sancte Margarete seu tempore aliquo per communitatem assignando fidelem reddat racionem; qui suo similiter ministerio interius & exterius prout rei qualitas & temporis seu locorum necessitas aut utilitas poposcerit sollicite intendat; qui eciam annis singulis omnia bona ad dictam domum spectancia per se uel per alium de sociis discretum ad hoc per communitatem electum, si communitati expediens visum fuerit, visitet diligenter, necnon & quantitatem bonorum in locis singulis estimet & taxet, ipsamque estimacionem & taxacionem fideliter in scriptis redigat & redacta in scriptis scolaribus dicte domus deferat & assignet, ut deinde cum sua ratiocinia fuerint audienda, fidelitas ipsorum ratiociniorum ex collec-cione ipsius scripture cercius valeat apparere, & compoto dicti magistri plenarie soluto si quid de bonis dicte domus ultra expensas per communitatem allocatas residuum fuerit, infra mensem a die solucionis sui compoti thesaurariorum custodie reddere seu caucionem realem exponere aut alio modo communitati satisfacere teneatur. Quorum si qua fuerit [*sic*] residua, partem in usum sociorum & partem pro oneribus domus supportandis, prout magister & communitas decre-uerint, dispono conuerti.

Si autem contingat dictum magistrum breui egritudine infirmari plena sibi porcio sua pro rata porcione temporis vel alia sustentacio competens & minime excessiua ministretur de communi. Aliis vero scolaribus predictis in predicta domo infirmantibus [vel] [1] extra, dummodo pro necessitate vel utilitate domus fuerint destinati,[2] exhibicio consimilis fiat de communi. Si autem dicti magistri incurabilis fuerit egritudo nec de eius conualescencia spes extiterit, racione cuius ipsum magistrum circa domus negocia laborare non posse nec ut deceret magistratus officium exercere communitas decreuerit, eo ipso officio suo cedere teneatur & secundum formam eleccionis magistri pre-scriptam loco eius alius eligatur & sustentacionem secundum arbitrium communitatis competentem pro suo perpetuo habeat de communi. Si autem alicuius predictorum scolarium incurabilis fuerit egritudo propter quod ad victum suum alias consequendum aptus non fuerit, nouem denarios extra domum septimanatim pro suo perpetuo de communi, si quicquam uberius alibi non optinuerit, racione reddituum dicte domus per me collatorum percipiat caritatiue, dum tamen ad

[1] Not in MS.

[2] Not 'if they be deemed of service to the house', but 'if they have been dispatched for the needs or advantage of the house'.

hoc domus sufficiant facultates. Item ordino & dispono quod quilibet socius in sua admissione prestet iuramentum corporale quod non procurabit per se nec per alios nec scienter faciet quominus ad collegium aliud uberioris exhibicionis in dicta Uniuersitate eligatur; quod si ipsum ad collegium aliud huiusmodi eligi contigerit eo ipso in eius persona cesset domus exhibicio supradicte. Magister tamen dicte domus ad huiusmodi articuli obseruanciam se noscat non astringi. Iuret eciam quilibet socius in sua ad dictam domum admissione, quod iura & possessiones dicte domus ubique terrarum pro suis viribus defendet & conseruabit & ad eorum melioracionem fideliter laborabit, & cum ad uberiorem fortunam deo dante peruenerit, in licitis & honestis promouebit, & maxime in consiliis & auxiliis pro defensione & conseruacione iurium dicte domus & eorum melioracione semper adhibendis, & quociens opus fuerit fidele consilium dicte domui si ab eo requiratur constanter adhibebit. Si autem dictus magister de patrimonio aut spiritualitate seu quouis alio modo de certo ad valorem quadraginta librarum promotus fuerit, sui officii regimine extunc non utatur & a beneficio dicte domus penitus excludatur. Eandem eciam formam de quolibet alio socio si quouis modo predicto ad valorem centum solidorum promotus fuerit, ordino obseruari. Item cum dicti magistri industria, honestas & diligencia pre ceteris necessaria sit & oportuna ne per eius necligenciam, quod absit, vel insolenciam dicte domui eueniant dispendia aut pericula grauiora, premissis adicio & dispono, ut cum magister dicte domus qui pro tempore fuerit per dilapidacionem bonorum domus predicte inutilis aut sui officii necligens executor seu luxuriosus vel notabiliter viciosus, ut inferius de sociis notatur, repertus fuerit, trina monicione per principalem de consensu communitatis legitime moneatur ut ab huiusmodi insolenciis & necligenciis se omnino compescat. Qui si post trinam monicionem incorrigibilis apparuerit, aut si a predictis se abstinere neglexerit, de eo Cancellario vel eius commissario & priori seu custodi ac magistris extrinsecis supradictis fiat denunciacio, qui de eius excessibus & processibus contra eum factis summarie informati ipsum sine dilacione qualibet ab officio magistratus ammoueant; qui si ad predicta facienda venire recusauerint vel quorum si quis venire noluerit infra triduum post legitimam denunciacionem eis factam, principali & dicte domus communitati liceat magistrum huiusmodi ab officio magistratus deponere & ipso deposito alium loco illius forma ut predicitur in magistrum eligere. Si autem aliquis sociorum predictorum homicidium aut adulterium, furtum, rapinam, periurium, sacrilegium, vel symoniam

vel aliquod graue delictum committat, seu grauem lapsum carnis vel notam turpitudinis aliquam incurrat, quod absit, per que graue scandalum in dicta domo poterit suscitari, aut quisquam eorum rixosus seu iurgiorum inter socios suscitator creber extiterit vel eorundem sociorum atrox percussor aut, quod plus est, magistro vel principali seu aliis intollerabilis in societate predicta, cum de aliquo premissorum per facti notorietatem seu alias legitime fuerit conuictus, transgressor huiusmodi a domo & exhibicione eiusdem penitus excludatur. Insuper magister dicte domus associatis sibi duobus de antiquioribus & discrecioribus scolaribus dicte societatis omnes discordias inter eosdem scolares exortas & omnia iurgia siue delicta leuia inter eosdem existencia absque strepitu vel dilacione infra domum propriam eorundem, prout magistro & illis antiquioribus videbitur, audiant, pacificent & decidant. Si quis eciam disputacionibus sue facultatis siue scolis diebus legibilibus vel officiis diuinis debito modo non intendat vel si in villa vel extra villam in tempore non debito fuerit vacabundus vel si modo minus honesto in disputacionibus, mensa vel aliis actibus contra magistrum vel socium se habeat, racione cuius scandalum vel incomodum domui predicte vel sociis notabiliter eueniat, uolo quod magister predictus cum illis duobus sibi associatis quemcumque in aliquo premissorum delinquentem inuenerit, puniat, corrigat & remedium imponat, prout qualitas delicti secundum eorum estimacionem racionabiliter id exposcet. Et si quis eorum ordinacioni parere noluerit, per subtraccionem commune sue per quindenam puniatur. Si quis autem huiusmodi transgressor pro suis forsan demeritis per magistrum & sibi assedentes trina vice legitime correctus & per suarum communarum subtraccionem tociens punitus se ab huiusmodi maleficiis refrenare noluerit, tanquam incorrigibilis & rebellis a dicta societate finaliter expellatur. Eiectis autem a domo prefata omne beneficium dicte domus & participatio bonorum ipsius penitus denegetur, nec eis occasione amocionis seu eieccionis huiusmodi contra magistrum dicte domus aut scolares seu quoscumque alios de dicta domo aliqua actio competat vel regressus, siue agendo siue appellando siue querimoniam deponendo siue in integrum restitucionem petendo, siue cuiuscumque curie secularis vel ecclesiastice litteras optinendo, seu litteris a quibuscumque vel per quoscumque optentis utendo contra suam amocionem memoratam, quantumcumque sibi alias probitatis & vite merita suffragentur, ne bona dicte domus in litibus inaniter expendantur. Item in ammocione dicti magistri, cum ex causis superius annotatis fuerit ammotus, censeo obseruandum, &

istud in admissione sua a quolibet sit iuratum. Ne autem ob crimina leuiora ut superius expressum est vel offensas leues eiectis aut studium deserentibus[1] omnis denegetur humanitas, si dignos penitencie fructus egerint & magistrum seu scolares domus supradicte agendo vel appellando aut per modos alios superius nominatos occasione sue eiectionis[2] nequaquam procurauerint molestari, seque ad loca & beneficia ipsius domus humiliter pecierint de nouo admitti, ea ex speciali gracia premissis non obstantibus sibi poterunt concedi, si hoc magistro & scolaribus videatur expediens. Volo[3] eciam quod per preces vel litteras alicuius domini nullus in socium predicte domus admittatur nec pensio alicui per preces vel litteras alicuius magnat' racione reddituum meorum penitus conferatur.

Capellanum siquidem in domo supradicta esse decerno & censeo tempore perpetuo moraturum qui[4] per me & heredes meos dicte domui presentetur & a magistro & sociis absque contradiccione aliqua admittatur, dum tamen idoneus fuerit & honestus, pro me & sponsa mea, pro anima domini Rogeri de Somervyle, pro venerabili patre domino Ricardo Dunelmensi episcopo, heredibus meis & parentibus, necnon & dicte domus benefactoribus imperpetuum celebraturus; qui si inter scolares dicte domus tolerabiliter, honeste & modeste se gesserit ac diuino ministerio diligenter vacauerit, in dicta domo pro suo perpetuo si uoluerit conuersetur, omnem domus exhibicionem quoad victum & cameram quam aliquis de scolaribus predictis ut superius decretum est perceperit pro tempore more sue in dicta domo integraliter percepturus. Quem si publica turpitudinis nota innotuerit, prout de aliquo sociorum quoad eius correpcionem & correctionem & a dicta domo finalem expulsionem nec occasione sue ammocionis accionem, statuta de socio vel sociis eiciendo vel eiciendis prescripta sine contradiccione mei, heredum meorum, seu cuiuscumque alterius titulo vel nomine strictius obseruentur. Quo eiecto vel decedente si nec per me nec per heredes meos alius dicte domui loco illius infra mensem postquam nobis de eius recessu constiterit presentetur, ad predictos magistrum & scolares dicte domus capellani eleccionem quocienscumque sic contingentem solummodo spectare dispono; qui electus sic ut predicitur celebrabit; & si quem capellanum per me presentatum vel per me & heredes meos presentandum seu per predictos magistrum & scolares eligendum ad seruicia diuina ei incumbencia adimplenda ex causa quacumque aptus non fuerit, a dicta

[1] Not 'desire to study' but 'desert the University'.
[2] obieccionis, MS.
[3] Quo, MS.
[4] que, MS.

domo & exhibicione eiusdem ammoueri dispono, & alium loco eius forma ut predicitur subrogari. Capellanus vero pro me & sponsa mea quamdiu vixerimus in omni die trium leccionum preterquam a Pascha usque ad festum sancte Trinitatis, utendo illo officio 'Salus populi' cum propria collecta, secreto & postcommunione eidem officio pertinentibus celebret. In aliis vero festis nouem leccionum & duplicibus, necnon in festis prius exceptis, de aliis sanctis prout sibi videbitur oportunum eidem liceat celebrare. In quibus nisi magis duplex festum fuerit post primam collectam specialem dicat & in suo Memento pro nobis specialiter & deuote exoret. Si autem me viam universe carnis ingredi contingat, sponsa mea viuente, missam de Requiem cum propriis collectis & Placebo & Dirige cum commendacione omni die trium leccionum pro salute anime mee, forma ut predicitur, & omnium fidelium defunctorum celebret deuote, aliquam collectam pro salute sponse mee quamdiu ipsa uixerit iugiter dicendo. Utroque autem nostrum viam uniuerse carnis ingresso, missa de Requiem pro nobis & personis predictis ac pro omnibus benefactoribus domus supradicte, forma ut predicitur, per predictum capellanum deuocius celebretur. Insuper singulis annis die anniuersarii obitus mei missa de Requiem cum nota & Placebo & Dirige precedentibus pro salute anime mee & omnium fidelium defunctorum celebretur. Cui misse & exequiis singuli socii qui pro tempore fuerint teneantur personaliter interesse. Consimilis autem forma quoad anniuersarium sponse mee dilecte Margarete penitus obseruetur. Ad hec siquidem omnia & singula prescripta fideliter observanda quilibet capellanus per me & heredes meos dicte domui presentatus vel presentandus seu per communitatem electus vel eligendus divina officia, forma ut predicitur, celebraturus, tactis sacrosanctis corporale prestet iuramentum. Iuret eciam capellanus in sua ad domum admissione secreta domus clam vel palam nemini revelare, unde dampnum vel scandalum dicte domui, socio, vel sociis, poterit euenire. Qui eciam in sua ad domum admissione renunciet per verba expressa omni future accioni, iuris remedio cuiuscumque tam canonici quam consuetudinarii & ciuilis, si forsan ob sua demerita a dicta domo ipsum eici contingat in futurum. Iuret eciam omnes ordinaciones per me pro profectu dicte domus & honestate ordinatas & quecumque alia priuilegia dicte domus quantum in eo fuerit obseruare. Item habeant dicti scolares qualibet die Sabbati missam cum nota de beata virgine, quando aliam missam cum nota celebrare, seu in ecclesia parochiali vel alibi in missis Uniuersitatis interesse non teneantur. Cui misse in

honore Virginis gloriose celebrate omnes capellani intrinseci, nisi ex causa legitima fuerint impediti, ceterique socii dicte domus, quos propter actus scolasticos seu propter aliam causam legitimam coram magistro vel locum eius tenente approbatam minime impediri contigerit, interesse teneantur. Quam quidem missam capellanus celebrans & quilibet alius capellanus domus predicte in capella eorum celebraturus pro me & sponsa mea teneatur specialiter exorare. Ceterum omni die Veneris quando illam antiphonam Benedicta in dicta capella cantari contigerit & in graciis in mensa dicendis, nomen meum & sponse mee per capellanum seu aliquem socium dicte domus inter nomina benefactorum precipuorum recitentur, pro nobis specialiter exorando.

Illud insuper est attendendum quod si locus habitacionis seu scolarium predictorum studio vacancium congregacio causis aliquibus emergentibus que facile numerari non poterunt ad locum alium transferatur, nichil eis commodi, iuris vel possessionis depereat in predictis redditibus vel rebus aliis sibi assignatis vel deinceps ex pia largicione fidelium assignandis; sed omnia eis nichilominus integra remaneant; durentque ordinaciones hee & alie in posterum promulgande atque priuilegia ipsi domui concessa & futuris temporibus concedenda, dum tamen hanc ordinacionem tam re quam nomine teneant & obseruent, sic tamen quod nomen fundacionis antiquum collegium non amittat[1] sed sicut prius domus de Balliolo nominetur. Nec est intencionis mee eorum fundacionem antiquam aut regulas vel statuta tollere sed ea pocius presentibus confirmare. Et si quid contrarium legibus dictorum scolarium, statutis vel consuetudinibus antiquis, ad quas vel que dicti scolares fuerint iurati, in hac ordinacione mea compertum fuerit, nolo dictos scolares ad illud obseruandum aliquatenus obligari, sed antiqua eo non obstante firmiter obseruentur. Licet autem in premissis sex socios eligi racione reddituum per me dicte domui collatorum ordinauerim & quemlibet socium predictum & capellanum undecim denarios septimanatim & magistrum quadraginta solidos ultra communas suas pro suis necessariis de bonis dicte domus racione reddituum predictorum una cum augmento communarum, forma ut predicitur, percipere ordinauerim, volo tamen & ordino quod omnia & singula in premissis ordinata obseruentur si & quatenus ad hoc domus supradicte per me caritatiue collate sufficeant facultates. Premissis eciam adiciendo decerno quod si redditus in presente dicte domui assignati aut in posterum ex pia largicione fidelium assignandi ex-

[1] admittat, MS.

creuerint, numerus scolarium in dicta domo studio theologie vacancium quatenus augeri poterit augeatur, nisi de conferendis in futurum per donatores ipsos aliter contigerit ordinari.

Et ne aliqui de scolaribus predictis ignoranciam horum futuris temporibus possint quouis modo pretendere, statuo quod singulis annis in festo sancte Margarete presens scriptum coram omnibus publice recitetur. Item statuo, ordino & ad premissa adicio quod prior seu custos monachorum Dunelm' Oxonie studencium per priorem Dunelm' prefectus, collega sit in omnibus Cancellario predicto vel eius commissario tam in admissione quam confirmacione electi in magistrum dicte domus de Balliolo & prestacione iuramenti ac ammocione eiusdem magistri in casu quo fuerit ammouendus, de quibus supra fit mencio, necnon & illorum quos continget eligi ad insistendum theologie facultati. Ipseque prior seu custos cum dicto Cancellario vel eius commissario exerceat omnia que circa dictos electos fuerint excercenda. Sit[1] autem idem prior seu custos unus cum magistris intrinsecis, quibus dicti sex scolares vel plures si bona excreuerint presentari debent cum eligantur, plenamque potestatem cum aliis magistris habeat ad eosdem scolares examinandum, admittendum, vel eciam repellendum, & ad omnia alia exercenda circa eosdem que circa alios scolares in eadem aula existentes per dictos magistros extrinsecos exerceri consueverunt tempore retroacto. Volo insuper, statuo & dispono quod episcopi Dunelmenses qui pro tempore fuerint prefatos magistrum & scolares ad denunciacionem dicti prioris seu custodis monachorum Dunelm' ad obseruanciam premissorum quoad eleccionem sex scolarium & capellani racione reddituum per me collatorum ad presens, necnon ad numerum studencium in casu excrescencie reddituum eorundem cum acciderit ut premittitur ampliandum ac quoad omnia alia & singula superius expressata possint compellere viis et modis canonice prout sibi magis videbitur expedire.

In quorum omnium testimonium & perpetuam firmitatem tria instrumenta tenoris consimilis sunt confecta, quorum cuilibet sigilla reuerendi patris domini Ricardi dei gracia Dunelmensis episcopi, religiosorum virorum dominorum prioris & capituli Dunelm', venerabilis viri domini Cancellarii Vniuersitatis Oxonie, ac magistri & scolarium aule de Balliolo predictorum una cum sigillo meo appendi procuraui. Quorum eciam instrumentorum unum penes dictos priorem & conuentum, aliud penes prefatos magistrum & scolares, tercium penes me, heredes & assignatos meos volo, ordino & dispono perpetuo

[1] Si, MS.

remanere. Et nos Ricardus permissione diuina Dunelmensis episcopus ad rogatum domini Philippi ac magistri & scolarium predictorum ad corroboracionem statutorum seu ordinacionum predictorum quatenus rite & canonice sunt edita quantum ad nos pertinet sigillum nostrum XVIII die mensis Octobris anno domini millesimo CCC quadragesimo in manerio nostro de Aukeland presentibus duximus apponendum, iure, consuetudine & dignitate nostris & ecclesie nostre Dunelmensis in omnibus semper salvis. Et nos prior ecclesie Dunelmensis & eiusdem loci conuentus omnia & singula supradicta racionabiliter statuta, ordinata & decreta per dominum Philippum memoratum ac auctoritate pontificali dicti reuerendi patris ut premittitur roborata ad instanciam dicti domini Philippi [et][1] magistri & scolarium predictorum, quantum in nobis est, de nostro consensu unanimi & apposicione sigilli nostri communis capituli Dunelmensis approbamus, ratificamus & eciam confirmamus. Dat' in domo nostra capitulari Dunelm' vicesimo quarto die mensis Octobris anno domini supradicto. Et nos Cancellarius Uniuersitatis antedicte ad rogatum dictorum domini Philippi [et][1] magistri & scolarium domus supradicte in testimonium premissorum, quatenus rite & legitime sunt ordinata in crastino Purificationis beate Marie anno supradicto sigillum officii nostri presentibus apposuimus. Et nos magister & scolares domus supradicte submittentes nos & domum nostram de Balliolo predictam ex certa sciencia, pure, sponte iurisdiccioni & cohercioni venerabilis in Cristo patris domini dei gracia Dunelmensis episcopi qui pro tempore fuerit quoad ecclesiam de Mikelbentone & quoad omnia alia & singula supradicta nos & dictam ecclesiam contingencia, iurisdiccionem predicti venerabilis patris scienter prorogando in corroboracionem, confirmacionem & perpetuam[2] rei firmitatem omnium & singulorum superius expressatorum sigillum nostrum commune presentibus duximus apponendum. Dat' Oxonie in aula de Balliolo in crastino Purificacionis beate Marie anno domini supradicto.'

Nos igitur Edwardus rex Scotorum antedictus ac magistri & scolarium aule siue domus de Balliolo in Oxonia ab antiquo fundator, dictam cartam atque statuta in eadem contenta omnia & singula tanquam iuri congrua & racioni consona approbamus, ratificamus & quantum in nobis est pro nobis & successoribus nostris confirmamus, non obstantibus quibuscumque statutis contrariis, priuilegiis seu consuetudinibus ab antecessoribus nostris ante hec tempora editis, concessis,

[1] Om. MS. [2] perpetue, MS.

approbatis seu confirmatis. In quorum omnium testimonium sigillum nostrum piesentibus fecimus appendi; datum[1] [*sic*].

572.

[Clement VI permits the College to appropriate the church of Abbotsley.]

Clemens episcopus [&c.] Exhibita siquidem nobis dilectorum filiorum **Apr. 28,** uniuersorum clericorum et scholarium domus siue aule Ballioli vulgariter **1343** nuncupate de Oxonia Lincolniensis diocesis, ubi viget studium generale, petitio continebat quod in dicta aula, pia largitione et eleemosina fundatoris ipsius, quamplures studentes clerici, singuli videlicet eorundem octo denarios sterlingorum tantum singulis septimanis ab antiquo perciperent et percipere dinoscuntur, et cum magistri in artibus facti fuerint extunc ab aula expelluntur eadem, ita quod in aliis scientiis liberalibus propter ipsorum paupertatem proficere nequeunt, sed interdum studium dimittentes victum mechanice querere compelluntur; quibus dilectis filiis nobilis vir Willelmus de Felton miles dicte diocesis compatiens numerum dictorum scholarium affectet in aula huiusmodi augmentare ac ordinare quod scholares ipsi libros diuersarum facultatum habeant in communi et quod singuli eorum vestes sufficientes et duodecim denarios monete predicte percipiant singulis septimanis et quod possint in dicta aula libere remanere et predicta integre percipere ad quemcumque statum magistratus seu doctoratus deveniant donec fuerint competens beneficium ecclesiasticum assecuti, et extunc aulam ipsam dimittere tenebuntur, quibus alii ydonei debeant surrogari; et quod idem miles ius patronatus ecclesie parochialis de Abbottisley dicte diocesis eleemosinarie dicte aule ac clericis et scholaribus eiusdem procurauit et etiam acquisivit [&c. The Pope allows the church to be appropriated to the College]. Dat' apud Pontem Sorgie Auinion' diocesis IIII Kal. Maii pontificatus nostri anno primo.[2]

573.

[Urban V commissions the Bishop of London to revise the statutes of the College.]

Urbanus episcopus servus servorum dei venerabili fratri episcopo **Feb. 11,** Londoniensi salutem & apostolicam benedictionem. Exhibita nobis **136¾**

[1] Seal circular, 2 in., a shield, ? three eagles, S' PH'I S[OMERVIL]LE DE WYCH'NOVER DNI.

[2] The original is not preserved; a copy is found in the earliest register, fol. 29.

pro parte dilectorum filiorum magistri et scholarium ac collegii aule seu domus Ballioli Oxoniensis Lincolniensis diocesis petitio continebat quod quondam Derwelgulla de Balliolo dictum collegium pro anime sue remedio ordinavit, ac de bonis suis dotavit, et quedam statuta edidit in eodem, ac voluit quod magister et singuli scholares eiusdem collegii tempore sue receptionis in ipso de dictis statutis seruandis prestarent corporaliter iuramentum. Continebat eciam dicta peticio quod in eisdem statutis inter alia continetur quod in dicto collegio nulli manerent nisi artiste, et quod nullus post acceptum statum magistralem in artibus seu ipsarum artium aliqua facultate nisi per triennium dumtaxat in dicto collegio moraretur, sed extunc de ipso recedere foret astrictus, et quod postmodum post longi temporis cursum quondam Philippus de Somerwelle miles, dominus de Wichnor, pia intentione considerans quod persone seu socii dicte domus post magistralem statum huiusmodi exinde compellebantur recedere, quamuis aliunde victum eis necessarium non haberent, eidem collegio ecclesiam de Magna Bentona Dunelmensis diocesis de suo patronatu existentem auctoritate ordinaria uniri procuravit et fecit, de cuius ecclesie proventibus voluit & ordinavit in dicta domo seu dicto collegio certum theologorum numerum perpetuis temporibus sustentari, et edidit quedam statuta ad que servanda omnes eosdem scholares et personas astringi voluit proprio iuramento; que licet sint racionabilia et collegio supradicto utilia et pia intentione, ut creditur, condita tamen sunt prioribus statutis multum contraria; et quod huiusmodi contrarietas consciencias scholarium seu personarum dicti collegii multipliciter turbat et etiam inquietat, et dissentiones ac litium fomitem administrat. Quare pro parte dictorum magistri et scholarium fuit nobis humiliter supplicatum ut eis providere in hac parte de oportuno remedio dignaremur. Nos igitur huiusmodi supplicationibus inclinati, fraternitati tue de cuius circumspectione in hiis & aliis gerimus in domino fiduciam pleniorem, faciendi tibi exhiberi tam prima quam secunda statuta huiusmodi, illaque interpretandi, declarandi, concordandi, moderandi, corrigendi et mutandi ac eis addendi et ex ipsis detrahendi, aliaque de novo edendi, prout secundum deum & equitatem utilitati et quieti dicti collegii videris expedire; ac magistrum et scholares seu personas dicti collegii ab obseruatione statutorum huiusmodi que duxeris moderanda, corrigenda, detrahenda seu mutanda auctoritate nostra absoluendi ac contradictores et rebelles per censuram ecclesiasticam appellatione postposita compescendi plenam concedimus tenore presencium facultatem, non obstantibus quibuscumque per dictos magi-

strum, scholares et personas prestitis iuramentis, seu si aliquibus communiter uel diuisim a sede apostolica sit indultum quod interdici, suspendi uel excommunicari non possint per litteras apostolicas non facientes plenam & expressam ac de verbo ad verbum de indulto huiusmodi mentionem. Dat' Avinion' III Id. Februarii pontificatus nostri anno secundo.[1]

574.

[The Bishop of London, commissioned by the Pope, sends for a copy of the two sets of statutes that had been given to Balliol.]

Simon permissione diuina Londoniensis episcopus, commissarius D. 4. 9
ad infrascripta a sede apostolica specialiter deputatus, venerande dis- Feb. 5,
crecionis uiris magistris Iohanni de Hechyngham Cancellario Uniuer- 136 4/5
sitatis Oxonie ac Henrico de Whitfeld preposito aule Regine Oxonie, sacre theologie professoribus, et magistro Radulfo Ergum, inceptori iuris ciuilis, salutem & nostris ymmo verius apostolicis firmiter obedire mandatis. Noueritis nos quasdam litteras apostolicas per partem scolarium aule Ballioli Oxonie Lincolniensis diocesis nobis exhibitas & ostensas cum ea qua decuit reuerencia recepisse, quas vobis eciam una cum presentibus transmittimus inspiciendas ac earum copia penes vos retenta nobis illico remittendas. Mandamus auctoritate apostolica supradicta qua fungimur in hac parte quatinus, cum nos simus variis negociis aliis iugiter occupati quominus huiusmodi negocio ad presens personaliter intendere non valemus, litteris apostolicis huiusmodi diligenter attentis, statuta tam prima quam secunda dicti collegii, aule seu domus Ballioli Oxonie, de quibus in dictis litteris apostolicis plenius est expressum, coram vobis actualiter exhiberi et fidele transumptum statutorum huiusmodi cum deliberacione prouida fieri faciatis, cum per partem scolarium predictorum super hoc fueritis congrue requisiti, nobisque transumptum huiusmodi sub manu publica siue autentico sub sigillo confectum fideliter transmittatis & clare pro loco & tempore oportunis, ut nos ex transumpto predicto prouide informari commissaque nobis in litteris apostolicis supradictis cum deliberacione matura ulterius exequi & facere valeamus, prout secundum deum & equitatem utilitati & quieti dicti collegii viderimus expedire. Insuper si qua pro informacione nostra in dicto negocio pleniori vobis

[1] The original is not preserved; a copy is found in the earliest register, fol. 25.

occurrant nobis ea fideliter intimare sub sigillo vestro velitis presencium cum tenore. Dat' London' nonis Februarii anno domini millesimo ccc sexagesimo quarto, et nostre consecrationis tercio.[1]

575.

[The external masters, or rectors, of the College inform the Bishop of London that they have declared one of the statutes of the College to be harmful.]

D. 4. 10
Apr. 19, 1433

Reuerendo in Cristo patri et domino, domino Roberto dei gracia episcopo Londoniensi, Ricardus Roderham sacre theologie professor et Iohannes Frekyngtone ordinis minorum in Oxonia, rectores collegii siue aule de Balliolo in eadem Oxonia Lincolniensis diocesis, reuerentiam tanto patri debitam cum honore. Cum nos nuper iuxta exigenciam officii quo fungimur super regimine dicti collegii et obseruacione statutorum eiusdem inquisicionem cum ea qua conuenit diligencia faceremus ex parte inibi collegiatorum, nobis extitit supplici insinuacione conquestum quod idem collegium pretextu cuiusdam statuti quod sic incipit 'In primis statutum est quod in domo de Balliolo semper sint tot scolares quot &c.', ad cuius obseruacionem sunt astricti, passum est retro temporibus & patietur verisimiliter in futurum, nisi maturius occurratur, graue preiudicium & iacturam, pro eo videlicet maxime quod ex eiusdem obseruacione continget illud viris industr' expertis & perplurimum necessariis prepropere nimium destitui, sicut pluries actinus contingebat, dum eiusdem statuti rigore propter beneficium tam exile artantur infra tempus angustum nimis finaliter a collegio recedere memorato. Unde cum nos predicta tam ex eorum & aliorum relacione fidedigna quam ex multis rerum argumentis esse vera comperimus, dictum statutum iuxta quod eorum peticio continebat de communicato consensu maioris & sanioris partis communitatis dicte domus, quatenus possumus & ad nos pertinet, rigorosum nimis & felici eiusdem aule vel domus regimini noxium, preiudiciale, dampnosumque sentiuimus, declarauimus, decreuimus & laudauimus sicut in presenti sentimus, declaramus, decernimus & laudamus; que omnia & singula paternitati vestre significare & nota facere dignum duximus per presentes. In cuius rei testimonium atque fidem quia sigilla nostra perpaucis innotescunt, sigillo officii Cancellariatus Uniuer-

[1] With a fragment of the bishop's seal. For the alterations which the Bishop seems to have made at this time see the *History of Balliol* by H. W. C. Davis, p. 33.

sitatis Oxonie presentes procurauimus consignari. Dat' Oxonie in collegio Mertonis XIX die mensis Aprilis anno domini millesimo cccc tricesimo tercio.[1]

576.

[The Bishop of London alters one of the statutes of the College.]

Uniuersis sancte matris ecclesie filiis ad quos presentes littere peruenerint Robertus permissione diuina Londoniensis episcopus salutem, graciam & benedictionem. Cum inter statuta collegii aule siue domus Ballioli Oxonie Lincolniensis diocesis inter cetera reperiatur quoddam statutum in quo sic cauetur, quod si contingat quod aliquod statutum premissum videatur sociis nimis graue vel nimis remissum secundum iudicium rectorum, magistri ac maioris partis comitiue, habeat tunc episcopus Londoniensis potestatem dictum statutum corrigendi, mitigandi, diminuendi, addendi, mutandi necnon aliud statutum faciendi secundum quod sibi ad honorem dei & utilitatem dicti collegii videbitur expedire : ac insuper cum inter statuta reperiatur quoddam aliud statutum sub hac forma uerborum 'In primis statutum est quod in domo de Balliolo semper sint tot scolares quot comode ex fructibus, redditibus & prouentibus eiusdem domus secundum limitacionem expensarum infra in statutis annotatam poterint sustentari; qui de se ipsis habeant unum magistrum cuius officium duret quamdiu se bene gesserit in officio, propter tamen defectum notabilem ammoueatur sub forma inferius annotanda, vel si beneficiatus fuerit ad verum valorem decem librarum annuatim uel qualitercumque sibi fuerit prouisum perpetuo aliunde ad tantam summam ; quo casu post tres menses a tempore pacifice possessionis adepte dictarum decem librarum ipso facto nouerit se ammotum'; quod quidem statutum prout sufficienter informamur videtur rectoribus, magistro, ac maiori parti comitive dicti collegii fuisse et esse nimis graue atque dampnosum propter nonnulla pericula & incomoda que occasione eiusdem statuti prefato collegio sepius euenerunt & verisimiliter amplius euenient in futurum, nisi celerius de oportuno remedio sit prouisum; Nos igitur volentes huiusmodi periculis & incomodis obuiare ac D. 6. 11 Aug. 8, 1433

[1] With the seal of the Chancellor; he is sitting in a niche, in his hands a book fastened with a thong, a gown with full sleeves fastened across the chest, on his head a hat like a cardinal's; above him the open book with three crowns and apparently seven clasps; on each side of him proctors, in M.A. gowns, the sleeves to the elbows with capes over all; above them beedles with staves, also with capes. [ ] OFFICII CANCELLARIATVS.

vtilitati & quieti dicti collegii, magistri, sociorum & scolarium eiusdem cum fauore prospicere, ad instanciam, rogatum & supplicacionem prefatorum rectorum, magistri, sociorum & scolarium predictum statutum sub forma subscripta duximus corrigendum, mutandum & emendandum & sub forma subscripta corrigimus, mutamus & emendamus & in loco illius statuti inseri volumus subscriptum statutum, viz. ‘ Inprimis statutum est quod in domo de Balliolo semper sint tot scolares quot comode ex fructibus, redditibus & prouentibus eiusdem domus secundum limitacionem expensarum infra in statutis annotatam poterunt sustentari. Qui de se ipsis habeant unum magistrum, cuius officium duret quamdiu se bene gesserit in officio, licet ad quamcumque summam promotus fuerit aut aliunde sibi perpetuo ad summam huiusmodi sit prouisum, propter tamen defectum notabilem ammoueatur sub forma inferius annotanda. Et quandocumque vacante officio magister ibidem fuerit eligendus, liceat sociis siue scolaribus ipsius domus de aliis quam de se ipsis, si hoc eis videatur expediens, beneficiatum vel non beneficiatum, eligere in magistrum, dum tamen idem sic electus socius iuratus eiusdem domus prius extiterit, cuius officium duret sicut prius quamdiu bene se gesserit in officio, licet ad quamcumque summam promotus fuerit, uel aliunde perpetuo ad summam huiusmodi prouisio sibi fiat, propter tamen defectum notabilem ammoueatur sub forma in statutis plenius annotata ’. Quod quidem statutum nostrum huiusmodi sic denuo factum in loco prioris statuti de cetero precipimus & mandamus firmiter obseruari, iuramentis predictorum magistri & sociorum siue scolarium prius prestitis, & aliis si que visa fuerint huic statuto contraria in aliquo non obstantibus quibuscumque. Que omnia & singula uniuersitati vestre innotescere volumus per presentes. In cuius rei testimonium sigillum nostrum fecimus hiis apponi. Dat’ in manerio nostro de Stebbenhithe octauo die Augusti anno domini millesimo ccccxxxiii, et nostre consecracionis anno secundo.

D. 6. 12 is a duplicate of this deed.

577.

[The Bishop of London alters two of the statutes.]

D. 6. 13
Aug. 27, 1470

Uniuersis sancte matris ecclesie [filiis][1] ad quos presentes littere peruenerint Thomas permissione diuina Londoniensis episcopus salutem, graciam & benediccionem. Cum inter statuta collegii aule siue domus

[1] Not in MS.

Ballioli Oxonie Lincolniensis diocesis inter cetera reperiatur quoddam statutum in quo cauetur, quod si aliquod statutum premissum videatur sociis nimis graue vel nimis remissum secundum iudicium rectorum, magistri ac maioris partis comitiue, habeat tunc episcopus Londoniensis potestatem dictum statutum corrigendi, mitigandi, diminuendi, addendi, mutandi necnon aliud statutum faciendi quod sibi ad honorem dei et utilitatem dicti collegii videbitur expedire; ac insuper cum inter statuta reperiantur duo alia statuta sub hac forma verborum:—'In primis statutum est quod in domo de Balliolo semper sint tot scolares quot commode ex fructibus, redditibus & prouentibus eiusdem domus secundum limitacionem expensarum infra in statutis annotatam poterunt sustentari; qui de se ipsis habeant unum magistrum, cuius officium duret quamdiu se bene gesserit in officio, licet ad quamcumque summam promotus fuerit aut aliunde sibi perpetuo ad summam huiusmodi sit prouisum, propter tamen defectum notabilem ammoueatur sub forma inferius annotanda; et quandocumque vacante officio magister ibidem fuerit eligendus, liceat sociis siue scolaribus ipsius domus de aliis quam de se ipsis, si hoc videatur eis expediens, beneficiatum vel non beneficiatum eligere in magistrum, dum tamen idem sic electus socius iuratus eiusdem domus prius extiterit, cuius officium duret sicut prius quamdiu bene se gesserit in officio, licet ad quamcumque summam promotus fuerit vel aliunde perpetuo ad summam huiusmodi prouisio sibi fiat; propter tamen defectum notabilem ammoueatur, sub forma in statutis plenius annotata.' 'Item statutum est quod pro disputacionibus in domo faciendis quod omnibus diebus Mercurii et Sabbati in pleno termino preterquam in Quadragesima, in qua solum in diebus Sabbati disputetur, fiat disputacio inter socios, una de problemate et alia de questione, incipiendo quolibet termino primo die Mercurii vel Sabbati post resumptionem magistrorum, continuando usque ad diem cessationis illius termini exclusive, et in magna vacacione disputent semel in septimana videlicet in die Sabbati usque ad féstum Natiuitatis beate Marie; in istis autem disputacionibus incipiet primo magister domus, si non sit bachillarius vel magister in theologia, in principio anni bis in quindena diebus Sabbati disputare, ita quod primo die Sabbati disputet problema et secundo die Sabbati questionem de philosophia, et postea in secunda quindena disputet senior in domo post magistrum modo predicto & sic disputent ceteri socii qui non sunt bachillarii [vel] [1] magistri in theologia, determinatores vel sophiste, secundum eorum ordinem in domo. In qua dis-

[1] Not in MS.

putacione respondeant bachillarii incipiendo a iuniore & sic respondeant secundum eorum ordinem in domo ascendendo; ad quam disputacionem teneantur omnes simul conuenire nisi ex causa legitima et a magistro approbata fuerint excusati & tunc licencia ab eodem petita pariter & obtenta. Si vero contingat quod magister domus sit magister in theologia vel bachillarius in eadem, tunc senior qui non est magister vel bachillarius in theologia incipiat disputare modo predicto. In disputacionibus faciendis diebus Mercurii senior bachillarius secundum statum eius in domo in principio anni primo die Mercurii post resumpcionem magistrorum disputet problema vel sophisma, et in secunda septimana disputet senior post illum gradatim secundum eorum ordinem in domo: in qua disputacione responsalis assignetur per magistrum vel locum eius tenentem, si aliquis eorum sit presens, et in absencia eorum assignetur per seniorem in disputacione presentem. Si vero non sint bachillarii in domo, disputent magistri qui non sunt bachillarii vel magistri in theologia semel in septimana in diebus Sabbati, incipiendo a magistro vel a seniore qui non est bachillarius vel magister in theologia, descendendo, & responsio ascendat incipiendo a iuniore magistro modo predicto. Si vero fuerit in domo determinator unus vel plures, disputent de sophismatibus quolibet anno a tempore resumpcionis magistrorum in yeme usque ad proximum diem Iouis ante Quadragesimam bis in septimana, videlicet die Martis & die Iouis, et in fine cuiuslibet sue disputacionis dicta opponentis & respondentis, ad modum quo faciunt determinatores in scolis, recitare tenentur, et postea secundum opinionem propriam veritatem dicere & determinare, in qua disputacione tenetur sophista si fuerit respondere. Si autem non fuerit sophista in domo, respondeant bachillarii secundum eorum ordinem in domo, incipiendo a seniore; et ad quamlibet huiusmodi disputacionem tenentur omnes bachillarii & sophiste interesse nisi ex causa legitima & a magistro approbata fuerint excusati, & tunc licencia ab eo petita pariter & obtenta. Quam quidem disputacionem senior bachillarius, si magister non fuerit presens, tenetur regulare, cui omnes alii tenentur obedire. Omnes vero disputaciones tam philosophicas quam logicas regat magister vel eius locum tenens, et in eorum absencia senior domus presens, qui tamen non est arguens vel respondens.' Que quidem statuta prout sufficienter informamur videntur rectoribus, magistro ac maiori parti commitive dicti collegii fuisse & esse nimis gravia atque dampnosa propter nonnulla pericula & incommoda que occasione eorundem statutorum prefato collegio sepius euenerunt & verisimiliter amplius euenient in futurum, nisi celerius de

oportuno remedio sit prouisum. Nos igitur volentes huiusmodi periculis et incommodis obuiare ac utilitati et quieti dicti collegii, magistri, sociorum & scolarium eiusdem cum fauore prospicere, ad instanciam, rogatum & supplicacionem predictorum rectorum, magistri, sociorum et scolarium predicta statuta sub forma subscripta corrigimus, mutamus et emendamus et in locis illorum statutorum inseri volumus subscripta statuta videlicet:—'In primis statutum est quod in domo de Balliolo semper sint tot scolares quot commode ex fructibus, redditibus, & prouentibus eiusdem domus secundum limitacionem expensarum infra in statutis annotatam poterunt sustentari, qui de se ipsis habeant unum magistrum cuius officium duret quamdiu bene se gesserit in officio, licet ad quamcumque summam promotus fuerit aut aliunde sibi perpetuo ad summam huiusmodi sit provisum; propter tamen defectum notabilem ammoveatur sub forma inferius annotanda. Et quandocumque vacante officio magister ibidem fuerit eligendus, liceat sociis siue scolaribus ipsius domus de aliis quam de se ipsis, si hoc videatur eis expediens, beneficiatum vel non beneficiatum eligere in magistrum; dum tamen idem sic electus socius iuratus eiusdem domus prius exteterat [*sic*] vel aliquis olim capellanus eiusdem domus qui in dicta domo continue steterat per annum & amplius, et postea beneficiatus fuerit competenter; cuius officium duret sicut prius quamdiu bene se gesserit in officio, licet ad quamcumque summam promotus fuerit vel aliunde perpetuo ad summam huiusmodi prouisio fiat, si fiat; propter defectum tamen notabilem ammoueatur sub forma in statutis plenius annotata.' 'Item statutum est pro disputacionibus in domo faciendis quod omnibus diebus Mercurii et Sabbati in pleno termino preterquam in Quadragesima, in qua solum in diebus Sabbati disputetur, fiat disputacio inter socios, una de problemate et alia de questione, incipiendo quolibet termino primo die Mercurii vel Sabbati post resumpcionem magistrorum continuando usque ad diem cessacionis illius termini exclusiue, et in magna vacacione disputent semel in septimana videlicet in die Sabbati usque ad festum Nativitatis beate Marie. In istis autem disputacionibus incipiet primo senior in domo qui non est magister domus nec bachillarius vel magister in sacra theologia in principio anni bis in quindena diebus Sabbati disputare, ita quod primo die Sabbati disputet problema, et secundo die Sabbati questionem de philosophia, et postea in secunda quindena disputet secundus socius post ipsum modo predicto et sic disputent ceteri socii qui non sunt bachillarii vel magistri in sacra theologia nec determinatores vel sophiste secundum eorum ordinem in domo; in qua disputa-

cione respondeant bachillarii incipiendo a iuniore & sic respondeant secundum eorum ordinem in domo ascendendo; ad quam disputacionem teneantur omnes simul preter magistrum domus conuenire, nisi ex causa legitima et a magistro approbata fuerint excusati et tunc licencia ab eodem petita pariter & obtenta. In disputacionibus faciendis diebus Mercurii senior bachillarius secundum statum eius in domo in principio anni primo die Mercurii post resumpcionem magistrorum disputet problema uel sophisma, et in secunda septimana disputet senior post illum gradatim secundum eorum ordinem in domo. In qua disputacione responsalis assignetur per magistrum vel locum eius tenentem, si aliquis illorum sit presens, et in absencia eorum assignetur per seniorem in disputacione presentem. Si vero non sint bachillarii arcium in domo, disputent tunc magistri qui non sunt bachillarii vel magistri in theologia semel in septimana, excepto magistro domus, incipiendo in diebus Sabbati a seniore socio post magistrum descendendo, et responsio ascendat incipiendo a iuniore magistro, secluso magistro domus ut prius. Si uero fuerit in domo determinator unus vel plures, disputent de sophismatibus quolibet anno a tempore resumpcionis magistrorum in yeme usque ad proximum diem Iouis ante Quadragesimam bis in septimana uidelicet die Martis et die Iouis, et in fine cuiuslibet sue disputacionis dicta opponentis et respondentis, ad modum quo faciunt determinatores in scolis, recitare tenentur, et postea secundum opinionem propriam veritatem dicere et determinare, in qua disputacione tenetur sophista, si fuerit, respondere. Si autem non fuerit sophista in domo, respondeant bachillarii secundum eorum ordinem in domo, incipiendo a seniore, et ad quamlibet huiusmodi disputacionem tenentur omnes bachillarii et sophiste interesse, nisi ex causa legittima & a magistro approbata fuerint excusati, et tunc licencia ab eo petita pariter & obtenta; quam quidem disputacionem senior bachillarius, si magister non fuerit presens, tenetur regulare, cui omnes alii tenentur obedire, prouiso semper quod si placuerit dicto magistro domus disputare, respondere, replicare, interesse aut regulare predictas disputaciones tam logicas quam philosophicas quam eciam theologicas, quod hec poterit exequi ad eius libertatem, et in magistri absencia regat vicem gerens [1], et in eorum absencia senior socius presens qui non est arguens vel respondens.' Que quidem statuta nostra huiusmodi sic denuo facta in locis priorum statutorum de cetero precipimus et mandamus firmiter obseruari, iuramentis predictorum magistri et sociorum siue scolarium prius

[1] gerus, MS.

prestitis et aliis si qua visa fuerint hiis statutis contraria in aliquo non obstantibus quibuscumque; que omnia & singula uniuersitati vestre innotescere volumus per presentes. In cuius rei testimonium sigillum nostrum apposuimus. Dat' in nostro manerio de la Wykham anno domini millesimo quadringentesimo septuagesimo vicesimo septimo die mensis Augusti et nostre consecrationis vicesimo octauo.

578.

[A commission by Pope Alexander to examine and emend the statutes of the College.]

Alexander episcopus seruus seruorum dei venerabilibus fratribus filiis nostris dominis Wintoniensi & Noruicensi episcopis salutem & apostolicam benedictionem. Exhibita nobis pro parte dilectorum filiorum magistri & scolarium aule collegii siue domus Ballioli Oxonie Lincolniensis diocesis peticio continebat quod bone memorie Simon quondam Londoniensis episcopus habens, virtute litterarum apostolicarum sibi directarum, statuta in dicta domo, prout equitas suaderet ac sibi melius expedire videretur, edendi facultatem, inter alia statuit quod statim electo in dicta domo magistro iniungat idem magister omnibus sociis quod fideliter eligant duos rectores viz. unum fratrem Minorem & alium magistrum de Uniuersitate Oxonie qui de sociis suis non fuerit, qui quidem rectores sic electi auctoritatem plenam habeant scolaribus dicte domus superuidendi, scolares in eorum societatem admittendi qui per eleccionem sociorum sibi fuerint presentati, ordinarie semel in anno ad minus visitandi domum & scolares predictos tempore congruo uel pluries, si necessitas uel communis utilitas hoc requirit, delinquentes contra formam statutorum puniendi tam pro leuibus quam pro grauibus delictis, si magister in leuiora corrigendo necligens inuentus fuerit seu remissus, & totaliter expellendi eos quos per accusacionem sociorum notorie viciosos inuenerint; quod quidem statutum licet pia intentione ut creditur conditum fuerat, dicti tamen rectores per illud electi quoniam ad eos de dicta domo siue collegio non pertinent[1] sed ab eo penitus existunt alieni, graues sepe scolaribus eiusdem collegii siue domus inferunt iniurias, eosdem molestant & inquietant, & ad obseruanciam quorundam antiquorum statutorum que a tempore iam immemorato in desuetudinem abierunt

D. 6. 14
1492–1503

[1] In *Balliol College*, by F. de Paravicini, where there is a translation of this deed the words are rendered 'having no care for the said house', instead of 'not being among those who are of the said house'.

ac aliorum que novis penitus sunt contraria compellere nituntur; et quia dicta pretensa statuta desuetudine penitus ut prefertur sublata ac alia novis contraria antea[1] non obseruauerint, a dicto collegio nonnullos scolares de facto & iniuste expulerunt, sicque studium quod in philosophia & sacra theologia dicti scolares impendere de salubri fundatorum ordinatione tenentur perturbant & inquietant, discensionumque & litium fomitem administrant in dicte domus siue collegii dampnum; quare pro parte dictorum magistri & sociorum fuit nobis humiliter supplicatum ut eis prouideri in hac parte de remedio oportuno dignaremur. Nos igitur huiusmodi supplicationibus inclinati, ne id quod prouisum erat ad remedium tendat ad noxam, vobis coniunctim & utrique vestrum per se diuisim de quorum circumspeccione in hiis & aliis gerimus in domino fiduciam pleniorem, prefatum collegium de novo stabiliendi, faciendique vobis aut alteri vestrum exhiberi omnia & singula statuta dicte domus, illa quoque interpretandi, declarandi, concordandi, moderandi, corrigendi & mutandi ac eis addendi & ex ipsis detrahendi aliaque de novo faciendi prout secundum deum & equitatem utilitati & quieti dicti collegii videritis aut alter vestrum viderit expedire; ac magistrum & scolares seu personas dicti collegii ab observatione statutorum huiusmodi que duxeritis seu duxerit alter vestrum moderanda, corrigenda, declaranda, seu mutanda auctoritate nostra absoluendi, ac contradictores & rebelles per sensuram ecclesiasticam appellacione postposita compescendi plenam in domino concedimus auctoritate presencium facultatem; non obstantibus quibuscumque per dictum magistrum & scolares prestitis iuramentis seu si aliquibus communiter uel diuisim a sede apostolica sit indultum quod interdici, suspendi uel excommunicari non possunt per litteras apostolicas non facientes plenam & expressam ac de verbo ad verba de indulto huiusmodi mencionem. Dat' Rome.[2]

579.

[Julius II appoints the Bishops of Winchester and Carlisle to revise the College statutes.]

Aug. 13, 1504 Iulius episcopus servus servorum dei venerabilibus fratribus Wintoniensi & Carleolensi episcopis salutem & apostolicam benedictionem. Suscepti cura pastoralis officii nobis desuper, licet in-

[1] This word is doubtful.

[2] A copy on paper in a hand of c. 1520. The watermark of the paper is a hand with a star at the end of the middle finger.

sufficientibus meritis, commissi nos inducit ut votis illis per que personarum quarumlibet indempnitatibus et commoditatibus consuli possit libenter annuamus, ac ea prout expedire conspicimus favoribus prosequamur oportunis. Exhibita siquidem nobis pro parte filiorum dilectorum magistri & scholarium collegii aule siue domus Ballioli Uniuersitatis Oxoniensis Lincolniensis diocesis peticio continebat quod alias bone memorie Simon episcopus Londoniensis vigore quarumdam litterarum apostolicarum sibi desuper ut asserebatur concessarum inter alia statuit & ordinavit ut electus pro tempore in magistrum scholarium dicti collegii statim facta eius electione iniungeret omnibus eiusdem collegii scholaribus siue sociis quod duos rectores [eligerent][1] videlicet unum ordinis Fratrum Minorum et alium magistrum secularem de dicta Uniuersitate et qui de dicto collegio non foret, et quod ipsi rectores sic electi plenariam auctoritatem haberent super intrudendis scholaribus dicte domus seu collegii, et scholares in eorum societatem admittendi qui per electionem sociorum siue scholarium predictorum eis presentati forent, ac semel ad minus quolibet anno visitandi domum siue collegium et scholares predictos tempore competenti uel pluries, si necessitas uel communis utilitas id exigeret, ac delinquentes contra formam statutorum puniendi tam pro levibus quam grauibus delictis, et quod[2] magister predictus negligens uel remissus foret corrigere delicta dictorum scholarium et totaliter expellere eos quos per accusationem sociorum notabiliter vitiosos inveniret, prout in eisdem statutis plenius contineri; et licet huiusmodi statutum & ordinatio pia ut creditur intentione factum & editum fuerit, tamen dicti rectores sic electi in pluribus que ad eos non pertinent se intromittunt et sepius graves iniurias scholaribus collegii huiusmodi inferunt eosque molestant & inquietant ac etiam ad obseruationem quorumdam antiquorum, que a tanto tempore citra cuius initii hominum memoria non existit in dissuetudinem abierunt, & aliorum que novis statutis dicti collegii penitus contraria sunt compellere nituntur, ac nonnullos scholarium ex dicto collegio de facto & iniuste propterea expulerunt, sic quod ipsi scholares cum dicto collegio recepti & admissi fuerunt ut philosophie et theologie studio incumberent ab eorum studio retrahantur, et propter huiusmodi statutorum tam per dictum Simonem episcopum quam forsan antea seu etiam post editorum contrarietatem et dissuetudinem seu non obseruantiam oportet pro quiete et tranquilitate scholarium predictorum singula statuta

[1] Not in MS.
[2] Read 'si' for 'et quod'; see no. 578.

predicta revideri, reformari, corrigi et emendari: Quare pro parte moderni magistri & scholarium predictorum nobis fuit humiliter supplicatum ut statuta predicta tam antiqua quam nova inspici & examinari ac moderari, corrigi & emendari mandare, aliasque in premissis oportune providere de benignitate apostolica dignaremur; Nos igitur qui singulorum qualitatibus diligenter consideratis cupimus ex commisso nobis pastorali officio singulis iuxta eorum humerorum[1] vires onera imponi, ne ulterius quam conveniat graventur, ac a singulis cupientibus scientia proficere impedimenta votum prohibentia removeri, huiusmodi supplicationibus inclinati, fraternitati vestre committimus et mandamus, quatenus coniunctim per vos ipsos omnia et singula tam antiqua quam nova statuta et ordinationes dicti collegii tam per prefatum Simonem episcopum quam alios quoscumque edita & facta, etiam apostolica auctoritate confirmata, auctoritate vestra diligenter examinetis et discutiatis, illaque interpretemini, declaretis, concordetis, reformetis, corrigatis et moderemini et mutetis ac eis addatis et detrahatis seu si opus fuerit in totum cassetis et annulletis ac alia de novo faciatis, prout quieti & tranquillitati magistri & scholarium predictorum nunc & pro tempore existentium ac stabilitati dicti collegii cognoveritis expedire, faciatisque statuta huiusmodi sic per vos reformata, correcta, uel mutata seu interpretata & declarata, ac alia de novo edenda postquam edita fuerint per magistrum et scholares prefatos obseruari, contradictores quoslibet per censuram ecclesiasticam et alia iuris remedia appellatione postposita compescendo, super quibus vobis et utrique vestrum coniunctim et divisim licentiam et facultatem concedimus per presentes; Non obstantibus [&c.]. Datum Rome apud sanctum Petrum anno Incarnationis dominice MCCCCC quarto, Id. Augusti, pontificatus nostri anno primo.[2]

580.

[The Bishop of Winchester, having made new statutes for the College, writes to John Claymond to receive the oath to observe them from the members of the College.]

D. 6. 15 July 16, 1507

Ricardus permissione diuina Wintoniensis episcopus a sanctissimo in Cristo patre & domino nostro domino Iulio diuina prouidencia eo nomine papa secundo de & super reformatione, correctione, interpretacione, declaratione, moderatione & mutatione omnium & singu-

[1] humerum, MS.
[2] From the College Register, fol. 31; the original is not preserved.

lorum statutorum collegii aule siue domus de Balliolo Uniuersitatis Oxonie Lincolniensis diocesis tam per Symonem olim episcopum Londoniensem vigore ut asseritur quarumdam litterarum apostolicarum quam alios quoscumque editorum, & si opus fuerit in totum cassatione & annullatione eorundem & aliorum de nouo editione, una cum reverendo in Cristo patre domino Carleolensi episcopo cum illa clausula 'super quibus vobis & utrique vestrum coniunctim & divisim &c.' iudex delegatus sufficienter & legittime deputatus dilecto nobis in Cristo magistro Iohanni Claymond artium magistro collegii nostri sancte Marie Magdalene Oxonie presidenti salutem in omnium Saluatore cum benediccione. Cum nos in huiusmodi negocio legitime procedentes statuta quedam de quibus in nostris litteris testimonialibus siue instrumento publico desuper inde confectis siue confecto plenius liquet & apparet prout secundum deum & quieti ac tranquillitati collegii antedicti ac magistri & scholarium siue sociorum eiusdem nobis videtur expediens, auctoritate nobis in hac parte commissa, ediderimus, pronunciauerimus & promulgauerimus; quia uariis & arduis negociis dominum nostrum regem & regni Anglie rempublicam concernentibus prepediti sumus & de verisimili erimus quominus dictorum magistri & scolarium siue sociorum ad huiusmodi statutorum obseruacionem iuramenti prestacioni & receptioni interesse valeamus, prout deberemus & vellemus, si talia non obstarent; ad iurari igitur faciendum magistrum & scolares siue socios collegii antedicti de fideliter & inuiolabiliter observando omnia & singula statuta per nos in hac parte edita, pronunciata & promulgata cum cuiuslibet cohercionis canonice potestate, tibi de cuius fidelitate & circumspectionis industria in hac parte plurimum confidimus vices nostras tenore presencium committimus, teque commissarium nostrum ad premissa ordinamus, constituimus & deputamus, per presentes sigillo nostro sigillatas. Dat' in hospicio nostro apud Grenewiche XVImo die mensis Iunii anno domini M quingentesimo septimo et nostre translationis anno sexto.

581.

[The Bishop of Winchester writes to the members of the College, bidding them take an oath in the presence of John Claymond to observe the new statutes.]

Ricardus [&c. as in no. 580] deputatus dilectis nobis in Cristo magistro & scholaribus siue sociis collegii antedicti salutem [&c. as in no. 580] tranquillitati collegii antedicti nobis videtur [&c. **D. 6. 16** **July 16, 1507**

as in no. 580] promulgauerimus, necnon dilecto nobis in Cristo magistro Iohanni Claymond artium magistro collegii nostri sancte Marie Magdalene presidenti ad recipiendum iuramenta uestra & cuiuslibet vestrum & iurari faciendum vos & quemlibet vestrum de fideliter & inviolabiliter obseruando omnia & singula statuta per nos ut premittitur edita, pronunciata & promulgata vices nostras commiserimus, vos & vestrum quemlibet tenore presencium & auctoritate qua fungimur in hac parte peremptorie monemus quatinus compareatis & quilibet vestrum compareat coram eodem magistro Iohanne Claymond diebus per ipsum limitandis in collegio vestro predicto iuramentum huiusmodi prestituri, facturique ulterius & recepturi quod iustum fuerit in hac parte. Dat' in hospicio nostro [&c. as in no. 580].

582.

[The College is allowed by the Bishop of Lincoln to have an oratory.]

D. 6. 17
July 13, 1293

Oliuerus permissione diuina Lincolniensis episcopus dilectis in Cristo filiis magistro & scolaribus domus de Balliolo in Oxonia salutem, graciam & benediccionem. Considerantes fructus multiplices qui ex uestro laudabili studio hactenus prouenerunt & in futurum sperantur deo auspice prouenturi, quietem quam possumus uobis cupimus prouidere. Cum igitur leccionum & disputacionum occupationibus inpediti parochialem ecclesiam infra cuius parochiam domus uestra predicta consistit pro diuinis audiendis adire ut pretenditis sepius nequeatis, nos uestris supplicationibus favorabiliter inclinati, ut in oratorio uestro infra domum uestram prefatam constructo, dum tamen decens fuerit & honestum, diuina uobis & familie uestre per sacerdotem sumptibus uestris propriis exhibendum faciatis licite celebrari licenciam uobis concedimus per presentes; ita tamen quod nullimoda sacramenta ecclesiastica in dicto oratorio ministrentur, & quoad oblaciones in eo faciendas, obuenciones, ac alia iura consimilia nullum matrici ecclesie predicte preiudicium generetur, quodque ut honor debitus eidem ecclesie seruetur ipsam in maioribus anni solempnitatibus uisitetis prout alii scolares suas ecclesias parochiales uisitare tenentur, & quilibet capellanus in dicto oratorio uobis ministraturus de indempnitate eiusdem ecclesie in presencia abbatis & conuentus Oseneye, ipsam in usus proprios possidencium, seu ipsius ecclesie uicarii prestet ad sancta dei ewangelia iuramentum. Que omnia & singula sub pena reuocacionis huiusmodi gracie nostre a uobis uolumus

obseruari. In cuius rei testimonium sigillum nostrum presentibus est appensum. Dat' apud Eynesham III Idus Iulii anno domini MCC nonagesimo tercio.[1]

A duplicate of no. 582. Both are sealed on strips. D. 6. 18

583.

[Bishop John Dalderby confirms the grant of his predecessor.]

Nouerint uniuersi quod nos Iohannes permissione diuina Lincolniensis episcopus litteras bone memorie domini Oliueri proximi predecessoris nostri non cancellatas, non abolitas, nec in aliqua parte corruptas inspeximus, formam que sequitur continentes:—'Oliuerus [&c. as in no. 582] nonagesimo tercio.' Nos vero factum predecessoris nostri laudabile reputantes, illud quantum ad nos pertinet approbamus. In cuius rei testimonium sigillum nostrum presentibus est appensum. Dat' apud Godestowe II Non' Augusti anno domini M^{o} tricentesimo.[2] D. 6. 19 Aug. 4, 1300

584.

[Gifts by the abbot of Reading towards the building of the chapel of St. Katherine.]

Nouerint uniuersi per presentes quod dominus Nicholaus de Quappelade dei gracia abbas Radyng' liberauit scolaribus domus de Balliolo in Oxonia viginti libras sterlingorum pro anima Ade le Poleter burgensis Radyng' ad fabricam capelle sancte Katerine eiusdem domus. Item dedit predictus abbas prefatis scolaribus decem marcas argenti ad fabricam capelle predicte quas ab eodem abbate per duo scripta obligatoria prius ex mutuo receperunt. Dedit eciam predictus abbas prefatis scolaribus unam fenestram vitream precii decem librarum & amplius pro capella supradicta. Summa tocius xxxvi libras xiii s. iiii d. Item dedit eis meremium, lath*es*, & alia minuta cum cariageo eorundem, que hic in specie non numerantur. In cuius rei testimonium tam predictus abbas quam predicti scolares presenti indenture alternatim sigilla sua apposuerunt. Hiis testibus, magistro Thoma Othom tunc Cancellario Uniuersitatis Oxonie, magistro Nicholao D. 6. 21 Jan. 1, 1327/8

[1] With a small private seal, 1¾ in. × 1¼ in., the Virgin and Child; illegible.

[2] Sealed with the same seal as no. 582. Endorsed in the original hand 'Concessio cantarie in domo scolarium de Balliolo facta a domino I. Lincolniensi episcopo'.

de Luceby tunc custode predicte domus, magistro Nicholao de Tyngewyke, & custode sigilli communis predictorum scolarium & multis aliis. Et remanebit una pars huius indenture penes predictos scolares & alia pars penes custodem altaris capelle beate Marie virginis infra abbathiam Radyng'. Dat' apud Radyng' die Veneris in festo Circumcisionis domini anno domini millesimo tricentesimo vicesimo septimo.[1]

585.

[Bishop Thomas Beke confirms the grant of his predecessors.]

D. 6. 22 Jan. 29, 134$\frac{2}{3}$ Nouerint uniuersi nos Thomam permissione diuina Lincolniensem episcopum litteras pie memorie domini Henrici nuper Lincolniensis episcopi proximi predecessoris nostri sigillo suo consignatas recepisse & diligenter inspexisse sub continencia infrascripta. Nouerint uniuersi quod nos Henricus permissione diuina Lincolniensis episcopus litteras bone memorie domini Iohannis proximi predecessoris nostri non cancellatas, non abolitas, nec in aliqua sui parte corruptas inspeximus, formam que sequitur continentes: 'Nouerint [&c. as in no. 583] tricentesimo.' Unde nos factum predecessorum nostrorum in hac parte habitum approbantes ac eciam acceptantes in huiusmodi approbacionis & acceptacionis testimonium nostrum sigillum presentibus fecimus hiis apponi. Dat' apud Bannebur' xiiii Kal' Decembris anno domini millesimo tricentesimo vicesimo. Nos autem factum predecessorum nostrorum habitum in hac parte acceptantes ac eciam approbantes, in premissorum testimonium sigillum nostrum fecimus hiis apponi. Dat' apud Parcum Stowe iiii Kal. Februarii anno domini millesimo tricentesimo quadragesimo secundo et consecrationis nostre primo.

586.

[The Bishop of Lincoln grants permission to the College to have a chapel.]

D. 6. 23 Oct. 29, 1346 Thomas permissione diuina Lincolniensis episcopus dilectis filiis magistro & scolaribus aule de Balliolo Oxonie nostre diocesis salutem, graciam & benedictionem. Deuotionem vestram qua diuinis cupitis

[1] With a red seal, $2\frac{1}{2}$ in. × $1\frac{3}{4}$ in., apparently a bishop in a mitre and chasuble with a book and pastoral staff, S' NICHI' DEI GRA . . . [EPISCOPI] . . . ILCE . SIS. Was he a suffragan bishop?

officiis interesse in domino commendantes, vobis ut in capella vestra infra mansum vestrum in parochia ecclesie sancte Marie Magdalene Oxonie predicte constructa, dummodo decens fuerit & honesta, ac eorum quorum interest consensus accedat, diuina vobis & libere familie vestre celebrari facere valeatis & vos, si qui vestrum fueritis constituti in sacerdotio, celebrare licenciam quantum in nobis est tenore presencium concedimus specialem; ita tamen quod nullimoda sacramenta ecclesiastica inibi ministrentur, nec oblaciones inibi facte, si que sint imposterum, a matrice ecclesia predicta aliqualiter subtrahantur, set ipsius ecclesie rectori seu eius locum tenenti absque diminucione reddantur, nec eidem ecclesie seu ipsius rectori fiat per huiusmodi licenciam nostram preiudicium aliquale, alioquin huiusmodi licencia nullius penitus sit momenti. Dat' apud Parcum Stowe IIII Kal. Novembris anno domini MCCC quadragesimo sexto et consecrationis nostre quinto.

587.

[Pope Urbanus V grants permission to the College to use a chapel.]

Urbanus episcopus seruus seruorum dei dilectis filiis magistro & scolaribus collegii clericorum domus de Balliolo de Oxonia Lincolniensis diocesis salutem & apostolicam benediccionem. Pia deuotorum deo & ecclesie desideria que diuini cultus augmentum ac ipsorum quietis comodum respicere dinoscuntur apostolico fauore prosequimur, eisque benignum impertimur assensum. Exhibita siquidem nobis pro parte vestra [peticio][1] continebat quod vos in quadam capella sita infra septa domus vestre de Balliolo de Oxonia Lincolniensis diocesis iuxta statuta dicte domus per nos iuramento vallata singulis diebus per proprios sacerdotes diuina officia facere celebrari ac certis diebus eisdem misse & horis canonicis personaliter interesse tenemini. Nos vestris in hac parte supplicacionibus inclinati ut in capella predicta singuli vestrum qui fuerint in presbiteratus ordine constituti & alii presbiteri dicte domus missam & alia diuina officia, eciam in festis maioribus submissa & alta uoce, iure parochialis ecclesie & cuiuslibet alterius in omnibus semper saluo, celebrare valeatis, quibuscumque constitucionibus apostolicis contrariis nequaquam obstantibus, deuocioni uestre auctoritate apostolica tenore presencium indulgemus. Nulli ergo omnino hominum liceat hanc

D. 6. 20
April 17, 1364

[1] Not in MS.

paginam nostre concessionis infringere vel ei ausu temerario contraire. Si quis autem hoc attemptare presumpserit indignationem omnipotentis dei & beatorum Petri & Pauli apostolorum eius se nouerit incursurum. Dat' Auinion' xvi Kal. Maii pontificatus nostri anno secundo.[1]

588.

[John de Buckingham, Bishop of Lincoln, grants permission to the College to have a chapel.]

D. 6. 24 May 14, 1368

Iohannes permissione divina Lincolniensis episcopus dilectis filiis magistro & scolaribus aule de Balliolo in Uniuersitate Oxonie nostre diocesis constructe salutem, graciam et benediccionem. Ut in capella sancte Katerine infra mansum vestrum in dicta Uniuersitate constructa, dum tamen decens fuerit et honesta et eorum quorum interest ad id consensus accedat, possitis officia celebrare & per alios capellanos idoneos celebrari facere, ita tamen quod nulla sacramenta ecclesiastica inibi ministrentur nec oblaciones si que fient a parochiali ecclesia, in cuius parochia dicta capella est situata, aliqualiter subtrahantur, nec rectori seu vicario ipsius ecclesie per hoc fiat preiudicium aliquale, licenciam vobis tenore presencium concedimus specialem, quamdiu nobis placuerit duraturam. Dat' apud Vetus Templum Londonie xiiii die Maii anno domini mccc sexagesimo octauo et nostre consecrationis quinto.

589.

[Ordinances made by the College.]

Oct. 21, 1538

Decreta magistri et sociorum collegii de Balliolo Uniuersitatis Oxonie anno salutis nostre mdxxxviii, die mensis Octobris vicesimo primo feliciter incipiunt.

In primis ordinatum est et omnium suffragiis sancitum quod designabitur singulis annis unus sociorum predictorum qui erit dictis magistro et sociis a literis pro anno futuro in omnibus negociis statum collegii uel eiusdem decreta concernentibus, et quod ille eo functurus munere nominabitur singulis annis (quisquis fuerit) infra triduum post festum sancti Luce eo modo sicut ceteri officiarii, recepturus pro salario eo anno quo tali fungitur officio vi s. viii d.

[1] Not an original, but a contemporary copy.

Item ordinatum est et decretum uniuersorum consensu quod magister Cosinnus fungeretur prelibato officio pro anno proxime futuro post datum presencium.

Item eisdem anno et die nominabantur Mr. Thomas Parke & Mr. Iohannes Smythe decani, Mr. Cristoferus Worseley et Mr. Robertus Cosyn thesaurarii dicti collegii.

Item eodem tempore unanimi consensu et assensu sub sigillo nostro communi concessum est venerabili vidue domine Anne Danvers quod singulis annis celebrabuntur exequie prout liquet in compositione ipsam concernente statutorum libro inscripta pro anima eiusdem et benefactorum suorum, propterea quod elargita est predictis magistro et sociis xxx libras ad reparandum edificia ac tenementa per Robertum Beamond nobis concessa, tum temporis infelici omine ignis iniuria prope exhausta, in parochia sancte Margarete Patens Londonie situata.

Item concessum est ut si viginti libre possint erogari a predicta domina Anna Danvers preter summam prefatam per magistrum Iohannem Foster eius capellanum ac nuper nobis consocium quod tunc magister in illius exequiis recipiet xii d. & quilibet socius viii d.; & quilibet scholasticus ii d.; nempe ea adiecta summa facile creditur edificia ita posse ornari ac polite construi ut redditus annuales ac profectus excrescant et excedant pristinam dictarum domorum summam annuatim viginti plus minus solidis.

Item eodem die licentia impetrata erat, causa legitima coram magistro tribusque senioribus probata, pro magistro Gulielmo Wright quatenus illi abesse liceat per totum anni curriculum, ministraturo episcopo Lincolniensi eodem anno.[1]

590.

[Ordinances made by the College.]

Decreta magistri et sociorum ac dispensaciones et alia concessa in capella collegii de Balliolo anno domini MCCCCCXLII. **Oct. 17–Dec. 10, 1542**

In primis decimo septimo Octobris interrogabat magister socios virtute iuramenti, presentibus tunc omnibus sociis, an illorum aliquis affirmaret eundem magistrum laborasse privatim aut publice pro electione socii comitatus Eboracensis a tempore ultime electionis ante datam presencium; et unusquisque respondebat quod non.

Et eodem die magister Ioannes Smyth socius legit in praesentia

[1] From the College Register, fol. 44.

magistri et sociorum quandam submissionem sue obedientie erga eundem magistrum sibi iniunctam ab episcopo Lincoln'.

Item decimo nono die eiusdem mensis eliguntur decani Mr. Thomson et dominus Stop', et bursarii Mr. Browne & dominus Broelde.

Item vicesimo die eiusdem mensis concessa est licentia magistro Cosin quatenus liceat abesse ad placitum per integrum annum.

Item eodem die concessa est licentia domino Frauncis quatenus abesse liceat ad placitum per integrum annum.

Item vicesimo primo die advocatio ecclesie parochialis de Fillingham data est magistro Georgio Coot' sacre theologie doctori atque tum temporis magistro collegii de Balliolo ex consensu magistri et maioris partis sociorum.

Item vicesimo primo die magister loci in sacello coram sociis dedit bursariis collegii prout ei ab episcopo Lincolniensi imperatum erat pro communiis unius mensis v s. iiii d.

Item vicesimo secundo die Novembris concordatum est inter magistrum et omnes socios electionem socii iam tum vacantis differendam in annum sequentem.

Item eodem die concordatum est inter magistrum et tres seniores socios viz. magistros Smythe, Cosyn et Thomson oportunum esse quibusdam de causis electionem socii vacantis differendam per annum.

Item decimo die Decembris magister in presentia sociorum in capella mandatum exhibuit magistro Nowell uti obedienter et pacifice se gereret erga illum et socios iuxta tenorem statuti.[1]

591.

[Injunctions by John Longland, Bishop of Lincoln.]

Oct. 31, 1542 Illustrissimi[2] in Christo principis et domini nostri, domini Henrici octavi dei gracia Anglie, Francie et Hibernie regis, fidei defensoris et in terra ecclesie Anglicane et Hibernice supremi capitis ad exercendum iurisdictionem ecclesiasticam infra diocesim nostram Lincolniensem et alia loca ei subiecta, Johannes permissione divina Lincolniensis episcopus visitator collegii Ballioli infra Universitatem Oxonie etiam auctoritate regia limitatus et deputatus, dilectis nobis

[1] From the College Register, fol. 52.
[2] From the register of Bp. Longland, preserved at Lincoln, fol. 225.

in Christo magistro et sociis collegii antedicti salutem in Domino. Cum nos nuperrime collegium vestrum huiusmodi per commissarium nostrum in ea parte specialiter deputatum actualiter visitantes nonnulla in eodem reformacione digna comperimus & invenimus prout in compertis, detectis, et delatis in eadem visitacione nostra satis liquet; vobis igitur & cuilibet vestrum has iniuncciones nostras subsequentes transmittimus, quas a vobis et quolibet vestrum inviolabiliter observari volumus, quatenus vos et quemlibet vestrum respective concernunt, sub penis in eisdem iniunccionibus nostris inferius descriptis et limitatis, et quod huiusmodi iniuncciones nostre semel in quolibet anni quarterio publice legantur in presencia omnium sociorum infra collegium predictum.

Inprimis iniungimus tam magistro et sociis quam scolaribus dicti collegii ut amodo sint presentes, diligentes et devoti in divinis officiis legendis et cantandis in choro infra capellam collegii predicti diebus dominicis et festivis ac aliis temporibus per statuta limitatis iuxta formam et tenorem illius statuti de Cultura dei, sub pena in eodem statuto limitata, quam penam volumus quod magister dicti collegii et in eius absentia senior socius imponant cuilibet delinquenti prius vocato et convicto sub eadem pena, ab eisdem et eorum utroque incurrenda.

Item volumus & iniungimus quod capitulum de electi et probati admissione inter statuta dicti collegii contentum et insertum inviolabiliter & inconcusse amodo observetur sub pena in eodem statuto limitata. Et quod decetero neque magister dicti collegii neque aliqui socii eiusdem eligant novos socios respectu alicuius patrie, sed in sociis eligendis solum considerent virtutem et aptitudinem discipline ac bonorum morum et non patriam aut consanguinitatem sub pena violacionis iuramenti sui in prima admissione ad dictum collegium prestiti, ac quod deinceps non eligantur socii in idem collegium de aliquo uno comitatu infra regnum Anglie ultra numerum quatuor sub pena predicta.

Item iniungimus magistro & seniori socio dicti collegii qui nunc sunt et suis successoribus quibuscumque futuris quod eorum nullus scolarem aliquem in dictum collegium admittat nisi prius ab eodem scolari, datis fideiussoribus vel pignore, caucionem ydoneam recipiat pro batellis et communiis suis collegio quolibet termino persolvendis; ac casu quo magister qui pro tempore erit et in eius absencia senior socius in hac parte negligentes et remissi fuerint, volumus quod idem magister vel senior socius qui aliquem scolasticum contra formam et

tenorem huius iniunccionis nostre in collegium prelibatum recepit aut admisit, pro batellis et communiis eiusdem scolaris vel eorundem scolarium collegio huiusmodi ex eorum propriis sumptibus satisfacient et persolvent.

Item iniungimus et mandamus magistro et sociis necnon aliis studentibus in eodem collegio quod veram et continuam charitatem, unitatem, concordiam et pacem adinvicem ante omnia studeant observare. Et quod nullam decetero eorum aliquis alteri dabit occasionem discordie sub pena contravenienti huic nostre iniunccioni imponenda pro prima vice subtractionis communiarum suarum per quindenam, pro secunda vice per mensem, ac pro tercia sub pena expulsionis a collegio prelibato. Volumus insuper quod si de cetero aliqua discordia seu litis materia inter aliquos huius collegii socios, scolares, studentes aut perhendinantes, viz. sogeners, oriri contigerit, quod statim magister eiusdem collegii si presens fuerit et in eius absentia senior socius convocet coram eo et sociis partes sic iurgantes et litigantes, ac bono modo per eorum aut eorum alterius discrecciones ad unitatem et concordiam persuadeantur et inducantur si fieri possit. Et si adeo aliquis eorum protervus, inobediens aut contumax in hac parte fuerit, quod magistri dicti collegii vel senioris socii et maioris partis sociorum presentium, seu saltem duorum seniorum cum illis, consilio, decreto, ordinacioni et determinacioni obedire recusaverit aut parere noluerit, extunc totaliter recusans aut recusantes donec ordinacioni et decreto huiusmodi parere voluerit aut voluerint ipso facto perdet seu perdent communias suas infra collegium predictum donec obedientes fuerint in hac parte. Et si infra quin-
fol. 226 a denam noluerint persuaderi in hac | parte extunc volumus ipsum delinquentem seu delinquentes ipso facto pro non socio reputandum aut reputandos fore.

Firmiter etiam iniungimus, volumus et mandamus quod unusquisque socius et scolaris collegii antedicti sit obediens magistro eiusdem iuxta formam et tenorem statutorum collegii predicti sub pena in eisdem contenta et limitata et per visitatorem absque aliqua remissione inferenda. Ac quod sub eadem pena honeste, modeste, pure et caste vivant, et quod nullus eorum decetero accedat ad tabernas vinarias et domos cervisianas seu ad alias domos infra precinctum Universitatis Oxonie, in quibus vinum aut cervisia passim et communiter venundantur, sub pena in statutis dicti collegii limitata. Acetiam quod non accedant aut eorum aliquis scienter accedat ad aliquas domos suspectas infra precinctum Universitatis seu extra neque ad aliquam

personam suspectam aut personas suspectas sub pena expulsionis a collegio.

Insuper iniungimus quod nullus sociorum collegii predicti recedat ab eodem collegio extra precinctum Universitatis Oxonie, seu alias quomodo libet infra precinctum eiusdem pernoctet, nisi ex causa racionabili primo admissa et approbata per magistrum aut in eius absentia seniorem socium tunc presentem sub pena expulsionis a collegio predicto.

Item iniungimus & mandamus tam magistro et sociis quam scolaribus collegii prenarrati quod decetero nullam mulierem in cubiculum seu cameram suam eorum aliquis recipiat seu inducat sub pena expulsionis a collegio, nisi ex casu aliqua mulier nobilis vel mater alicuius socii vel scolaris dicti collegii ad ipsum collegium venerit; tunc licebit magistro collegii in presentia duorum sociorum ad minus predictas mulieres modo predicto venientes in suum cubiculum ad prandium aut cenam sumptibus suis propriis recipere.

Iniungimus etiam et mandamus magistro et sociis ac scolaribus collegii sepefati quod lotrices venientes ad dictum collegium pro linthiaminibus lavandis, recipiendis, aut deliberandis stent infra turrim sive porticum ianue et non interius ingrediantur; ibique eadem linthiamina recipient et sic tradantur eisdem lotricibus. Quod si magister, senior socius, thesaurarii et decani in hac parte negligentes fuerint permittendo aliquam lotricem ad hostium cubiculorum suorum aut alicuius socii vel scolaris aut studentis accedere vel intrare, eorum quilibet perdat communias suas per septimanam qualibet vice quo [*sic*] in observacione huius iniunccionis nostre negligens repertus fuerit.

Item iniungimus et mandamus quod lecture, disputaciones, et replicaciones tam in logica et philosophia quam in theologia diligentissime observentur iuxta vim, formam, et effectum statuti dicti collegii de disceptacionibus et exercitamentis scolasticorum ac alterius statuti de disceptatione in theologia, sub pena in eisdem statutis limitata.

Insuper iniungimus et mandamus quod thesaurarii et bursarii collegii antedicti qui nunc sunt et pro tempore fuerint deinceps non custodiant seu eorum aliquis custodiat in manu aut camera suis pecuniam aut alia bona eiusdem collegii preter illam pecuniam que ob necessitatem dicti collegii infra unum mensem ad summum est exponenda et refundenda. Sed iuxta statutum ipsius collegii pecuniam eiusdem infra cistam trium clavium fideliter recludant. Et quod tres socii in custodes clavium dicte ciste iam electi et imposterum eligendi seu eorum deputati sive deputandi semper sint presentes quum aliqua pecunia in cistam ante-

dictam imponetur aut extrahetur tantum in usum collegii antedicti. Volumus insuper singulis annis imposterum unam indenturam fieri inter magistrum collegii predicti et custodes clavium ciste antedicte ex una parte ac thesaurarios domus predicte ex altera. In cuius indenture tenore volumus in una parte inscribi omnes summas pecuniarum ad usum collegii eo anno receptarum et in eisdem notari quo die, a quo et quantum fuerit receptum; ex altera parte illius indenture volumus quod notentur omnes summe pecuniarum per thesaurarios ad usum collegii receptarum; et semper volumus in eisdem notis contineri non solum summam pecunie recepte verum etiam diem et mensem quibus dicta pecunia recipitur, ac quod in apertura ciste antedicte omnino sint presentes tres custodes clavium ciste predicte aut eorum deputati, sub pena thesaurariis et bursariis hanc iniunccionem nostram violantibus et infringentibus infligenda et imponenda, subtraccionis communiarum suarum pro qualibet vice per mensem. In cuius rei testimonium sigillum nostrum presentibus est appensum. Dat' in manerio nostro de Wooburne ultimo die mensis Octobris anno domini MDXLII et nostre consecrationis XXII.

XIV. MISCELLANEOUS EARLY DEEDS ABOUT THE DEBTS OF JOHN DE BALLIOL. 592–605.

592.

[Maurice Akarsan owes 180 marks to John de Balliol.]

D. 6. 25 Omnibus has litteras uisuris uel audituris Mauricius Akarsan salutem.
c. 1251 Nouerit uniuersitas uestra me obligatum esse pro me & heredibus meis uel assignatis meis nobili uiro domino Iohanni de Balliolo domino meo & heredibus suis uel assignatis suis in solucione nonies uiginti marcarum persoluendarum, termino solucionis uiginti marcarum incipiente ad Assumcionem beate Marie anno domini MCC quinquagesimo secundo, & uiginti marcarum ad Assumcionem beate Marie anno domini MCC quinquagesimo tercio, et sic singulis annis uiginti marcas ad Assumcionem beate Marie donec dicte nonies uiginti marce dicto domino Iohanni uel heredibus uel assignatis suis plenarie fuerint persolute. Ego uero Mauricius Akarsan obligo me & heredes meos & assignatos meos per omnia bona nostra mobilia & immobilia, habita & habenda, ubicumque inuenta fuerint distringendos & dicta bona non replegienda, donec de predictis nonies uiginti marcis dicto domino

Iohanni & heredibus suis uel assignatis suis plenarie fuerit satisfactum ad terminos prescriptos. Et in huius predicte obligacionis testimonium huic scripto sigillum meum apposui. Hiis testibus, domino Roberto de Hamtona, domino Henrico de Mundeuille, domino Alano de Stubhil, domino Ada capellano de Botel, Ada de Twynam, Andrea de Kirconeuel, Gilespoc filio Gilbothyn & multis aliis.

593.

[Goceline de Westwic owes John de Balliol 747 marks.]

Omnibus [&c.] Gocelinus de Westwic salutem. Nouerit uniuersitas **D. 6. 26**
uestra me obligasse & abandonasse domino Iohanni de Balliolo domino **Feb. 13, 125$\frac{7}{8}$**
meo omnia bona mea mobilia & immobilia, presencia & futura ubicumque fuerint inuenta, terras omnes & tenementa omnia que presentialiter uel in futuro habere potero quoquomodo; ita quod nec ego nec aliquis pro me nec per me aliquid de predictis bonis meis mobilibus uel immobilibus, terris uel tenementis dare, uendere uel aliquo modo alio a predicto domino Iohanne elongare poterimus, donec predicto domino Iohanni uel suo certo attornato qui hoc scriptum penes se habuerit de septies centum & quadraginta septem marcis in quibus ei racionabiliter teneor plenarie satisfecero. Pro quibus omnibus & singulis firmiter obseruandis & inuiolabiliter adimplendis renunciaui pro me & heredibus meis ac testamenti mei executoribus, me, quod absit, ante plenam satisfaccionem omnium uel alicuius premissorum in fata decedente, omni iuris auxilio canonici uel ciuilis & omni iuris remedio quod michi uel heredibus meis uel testamenti mei executoribus aliquo tempore uel aliquo modo competere uel prodesse poterit in posterum. Et ad maiorem omnium premissorum securitatem, huic scripto sigillum meum apposui. Hiis testibus, domino Nicholao de Franckeuile, domino Odinello filio Radulfi, domino Adam de Pinconio capellano, Iohanne de Croft & aliis. Actum apud Castrum Bern' die Mercurii proxima post festum sancte Scolastice uirginis anno gracie MCC quinquagesimo septimo.

594.

[Thomas de Musgrave, among other debts, owes John de Balliol 100 shillings or two tuns of wine.]

Del an del Incarnaciun de nostre sengyur mil e deus cent saysaunt **D. 6. 31**
e cinc', a la sumptiun de nostre Dame, a Burg', isi est conuenu entre **Aug. 15, 1265**
sire Iohan de Balyolf de une part e sire Thom' de Musgraue de autre

part des contekes muz parentre eus, Ceoestasauer del enprisunement mestre Willm' de Genellestone e de la Dame de Stirkelaund sa sore; ke le uaunt dist Thom' ad iure e leument graunte ke il eststerra al serment leuauntdist mestre Willm' cumben il paya en deners par achesun del enprisunement a Appelby e il ly restorra. E en drayt de la dame de Stirkelaund est il isi couenu ke elle iurra say autre[1] de dame u de prode feme ke quaunt ke elle ad perdu en deners u en derres ke mayme cely Thom' restorra. E en drayt de le despit ke fut fet a sire Iohan de Balyolf maymes celly Thom' ly durra deus toneus de uin u cent souz a sa renable sumuns. A tutes cestes choses leument tenir e garder maymes le Thom' ad troue ces pleges, ceoestasauer sire Iohan de Moreuille, sire Thom' de Helbec', sire Henr' de Stanelay, e sire Thom' de Hastinges, e suuerayns pleges e maynpernurs sire Peres de Brus e sire Rog' de Loncastre, e a grenyur surete a cest escrit unt mis lur seus.

595.

[Thomas de Musgrave owes John de Balliol 123 marks.]

D. 6. 28 Omnibus [&c.] Thomas de Musgaue [*sic*] salutem in domino.
Aug. 25, Nouerit uniuersitas uestra me teneri domino Iohanni de Balliolo in
1265 sexcies uiginti & tribus marcis bonorum & legalium sterlingorum eidem domino Iohanni soluendis apud Castrum Bernardi uel suo assignato ad tres terminos subscriptos, uidelicet quadraginta marcas ad festum sancti Michaelis anno gracie MCCLX quinto & quadraginta marcas ad Purificacionem beate Marie sequente [*sic*] anno eodem & quadraginta & tres marcas ad festum Pentecosten anno gracie MCCLX sexto. Et ad hanc pecuniam ad tres dictos terminos fideliter sine fraude persoluendam tactis sacrosanctis sacramentum prestiti corporale. Et ad maiorem huius rei securitatem dicto domino Iohanni de Balliolo omnia bona mea mobilia ubicumque in rengno Anglie fuerint inuenta obligo, ita quod si de solucione dicte pecunie ad aliquem terminorum prescriptorum, quod absit, defficero [*sic*], dictus dominus I. sine contradiccione mei uel alicuius meorum dicta bona mea possit retinere & assingnare & de eis uendere ad quantitatem principalis debiti non soluti ac omnium iacturarum & dampnorum que racionabiliter poterit monstrare occasione pacacionis ad aliquem dictorum terminorum non facte se incurrisse. In cuius rei testimonium huic scripto sigillum meum apposui. Dat' apud Kirkeswald in crastino sancti Bartholomei anno gracie MCCLX quinto.

[1] Say autre 'herself being the second', i.e. herself and another.

596.

[Hugo de Euere owns that a debt to William de Valence of £108 is due from him, not from John de Balliol.]

Omnibus Cristi fidelibus presens scriptum uisuris uel audituris Hugo de Euere salutem in domino. Sciatis me teneri domino Iohanni de Balliolo ad aquietandum ipsum uersus dominum Willelmum de Ualenciis de centum & octo libris sterlingorum in quibus ipse dominus Iohannes dicto domino Willelmo tenetur pro me, soluendis dicto domino Willelmo uel eius attornato litteras suas de aquietancia defferenti ad duos terminos subscriptos, uidelicet ad festum Natiuitatis beati Iohannis Baptiste anno gracie MCCLX septimo apud Eboracum quinquaginta & quatuor libras & ad festum sancti Martini in hyeme proximo sequens anno eodem apud Werkeworth quinquaginta & quatuor libras, omni occasione & ulteriori dilacione postposita; ad quam adquiet*acionem* fideliter & bene dictis terminis faciendam obligo me & heredes meos & omnia bona nostra mobilia & immobilia ubicumque fuerint inuenta cohercioni & districcioni baronum de Scaccario domini regis qui pro tempore fuerint, ut possint me & heredes meos per predicta bona nostra distringere pro predicta pecunia una cum dampnis & expensis sibi si que occasione tardate solucionis facta fuerint refundendis, quemadmodum pro debitis domini regis distringere consueuerunt. In cuius rei testimonium has litteras meas eidem domino Iohanni fieri feci patentes. Dat' apud Stratford die Sabbati in uigilia Pentecosten anno regni regis Henrici filii regis Iohannis quinquagesimo primo.

D. 6. 27
June 4, 1267

597.

[Baldwin Wake owes 100 marks and more to John de Balliol.]

Omnibus [&c.] Baldewinus Wake salutem in domino. Cum per me & homines meos ablata fuissent de bonis domini Iohannis de Balliolo centum marce bonorum & legalium sterlingorum, quatuor lorice, tria paria coopertoriorum ferri, unum pallium, unum par caligarum ferri, una targia, unum uestimentum, unum quirre, unum wambeson, unum coopertorium panni de serico et sexdecim iumenta cum nouem pull*anis* de parco suo de Fodringeye effugatis, dicto domino I. aud [*sic*] heredibus suis uel assignatis teneor & hoc presenti scripto obligor quod quam cito michi suppetant facultates unde sibi de predictis dampnis satisfacere poterim centum marcas bonorum

D. 6. 29
[c. 1266]

sterlingorum soluam, una cum precio aliarum rerum prenominatarum secundum quod estimari poterint per racionabilem & legitimam extensionem. Et quia de omnibus dampnis dicto domino I. per me et meos illatis non recolo, obligacione predicta astrictus teneor quod omnia dampna quotquot predictus dominus I. per sacramentum legalium hominum suorum inquirere poterit, quod eidem in castro suo de Fodringeie & extra per me uel meos illata fuerint, plenarie restaurabo sine diminucione. Et ad plenam restauracionem premissorum faciendam & eorum que inquiri poterint ut predictum est, subicio omnes terras & tenementa mea habita & habenda, omnia bona mea mobilia & immobilia ubicumque in quocumque comitatu rengni Anglie fuerint inuenta districcioni uicecomitum comitatuum eorundem, qui eo tempore fuerint, quo michi suppeterint facultates, qui me ad premissorum solucionem & eorum que inquiri poterint ut predictum est de die in diem compellant; renunciando omni impetracioni que ad dictum negocium impediendum a curia Cristianitatis seu regali possit impetrari, cauillacioni, dilacioni, omnique cessante apellacione. Et ad istam conuentionem de dampnis dicti domini I. ut predictum est restaurandis fideiussores inueni, scilicet dominum Robertum de Neuile, dominum Ricardum Foliot, dominum A. filium Comitis, et dominum Robertum de Stoteuille, quorum quilibet principalem debitorem tam restauracionis predictorum quam expensarum & dampnorum si que dictus dominus I. fecerit uel habuerit pretextu dicte restauracionis non facte se constituit. Qui ad omnium premissorum maiorem firmitatem faciendam sigilla sua una cum sigillo meo huic scripto apposuerunt.[1]

598.

[A debt of Hugh de Balliol to his father's executors.]

D. 6. 30 Omnibus [&c.] Hugo de Balliolo filius & heres quondam domini
1269 Iohannis de Balliolo salutem in domino. Noueritis nos teneri exequtoribus [*sic*] testamenti quondam predicti domini Iohannis patris mei in decem marcis bonorum & legalium sterlingorum pro duobus equis ad opus nostrum ab eisdem emptis, soluendis apud Foderinghey eisdem uel eorum alteri infra Pentecosten proximo uenturum anno gracie millesimo ducentesimo sexagesimo nono sine ulteriori dilacione; ad quam quidem solucionem fideliter ad terminum predictum obseruandam obligamus nos ecclesiastice districcioni, ut ad predictam solucionem

[1] Of the five seals only that of Baldwin Wake remains.

modo predicto obseruandam per censuram ecclesiasticam distringamur. Et si contingat predictos exequtores dampnum, molestiam, custus aut grauamen incurrere, tam [de] huiusmodi expensis quam principali debito uolumus predictis exequtoribus obligari & plenarie suis simplicis [*sic*] dictis sine ulteriori probacione satisfacere. In cuius [&c. sealing].[1]

599.

[Alan Fitz-Count owes £100 to the executors of John de Balliol.]

Uniuersis presens scriptum uisuris uel audituris Alanus filius Comitis D. 6. 32
miles salutem in domino. Noueritis me teneri & hoc scripto esse [c. 1282]
obligatum dominis Hugoni de Eure, Henrico Spring', magistro Stephano de Balliolo & aliis executoribus testamenti domini Iohannis de Balliolo in centum libris bonorum sterlingorum soluendis eisdem uel alicui eorum hoc scriptum penes se habenti ad domum fratrum Predicatorum de Iarum ad terminos subscriptos uidelicet xxvi li. xiiis. iiiid. ad Pentecosten anno domini MCC octogesimo tercio, et xxli. ad festum sancti Martini in hyeme proximo sequens, et xx li. ad Pentecosten anno domini MCC octogesimo quarto [£20 on St. Martin's-day, and £13 6*s.* 8*d.* at Pentecost 1285. The sheriff of Yorkshire may distrain on his goods, if the terms are not kept]. Nos autem Willelmus de Percy de Kildale, Iohannes Haunsard, Iohannes de Eggesclif milites, Henricus de Meynil clericus, Stephanus Guer de Ingelby, & Adam de Kyrkeby huiusmodi solucionis plegii necnon & principales debitores & quemlibet nostrum in solidum constituentes obligamus nos omnibus & singulis modis quibus predictus dominus Alanus se obligauit ad predicte pecunie solucionem una cum dampnis & expensis ut predictum est, si contingat ipsum deficere, quod absit, & sigilla nostra una cum sigillo predicti domini Alani presenti scripto apposuimus in huius rei testimonium.[2]

600.

[Stephen de Balliol admits that he owes £49 to the Principal and Scholars of the House of Balliol.]

Uniuersis sancte matris ecclesie filiis ad quos presens scriptum D. 6. 36
peruenerit Stephanus de Balliolo rector ecclesie de Mitford salutem Oct. 8, 1284

[1] SIGILLVM HVGONIS DE BAILLOL.

S' ALANI FILII CONITIS [*sic*] THOME.

[2] Seal, circular, $1\frac{1}{4}$ in., a lion passant

in domino. Noueritis me teneri & firmiter obligari magistro Waltero de Foddringhey principali & sociis suis scolaribus domus dicte de Balliolo Oxonie in quadraginta nouem libris bonorum & legalium sterlingorum soluendis eisdem Oxonie uel suo certo attornato has litteras deferenti ad terminos subscriptos, uidelicet ad festum sancti Martini in hyeme anno domini MCCLXXX quarto decem libras, & ad mediam Quadragesimam proximam sequentem nouemdecim libras & decem solidos & ad festum Pentecosten proximo sequens nouemdecim libras & decem solidos sine aliqua contradiccione uel cauellacione seu ulteriori dilacione; ad quam solucionem dicte pecunie plenarie faciendam loco & terminis supradictis obligo me & omnia bona mea mobilia & immobilia ubicumque fuerint inuenta cohercioni cuiuscumque iudicis ecclesiastici, et precipue domini R. Cancellarii Uniuersitatis Oxonie & successoris eius, qui pro tempore fuerit, dominorum episcoporum Dunelmensis & Lincolniensis & eorum officialium, quem horum maluerint eligere scolares predicti, qui licite sine cause cognicione possint me compellere non solum per sequestracionem bonorum meorum uerum eciam per sentenciam excommunicacionis quam sine strepitu iudicii uolo in me fulminari de die in diem per eosdem uel eorum quemcumque si contingat me, quod absit, in solucione dicte pecunie loco & terminis predictis in toto uel in parte deficere. Obligo eciam me in forma qua prius ad satisfaciendum dictis scolaribus tam de dampnis quam expensis, si que uel quas contigerit eos incurrere, pro defectu solucionis pecunie predicte, modo predicto plenarie non facte. Et ad maiorem huius rei securitatem dominum Hugonem de Euyr germanum meum fideiussorem inueni, qui presentis scripti tenore non solum se fatetur fideiussorem uerum eciam se constituit principalem debitorem, qui se obligat per omnia bona sua cohercioni & districcioni cuiuscumque iudicis ecclesiastici uel secularis prout melius poterit scolaribus predictis prodesse & sibi magis obesse tam ad restitutionem dampnorum & expensarum quam principalis debiti, si contingat me in aliquo predictorum deficere; nichilominus ad omnia supradicta fideliter obseruanda corporale prestiti sacramentum. In cuius [&c. sealing]. Dat' apud Donelmum [*sic*] die dominica proxima ante festum sancti Dionisii anno domini supradicto.

601.

[About the recovery of a debt from the executors of Alan Fitz-Count.]

Memorandum quod die Sabbati proxima post festum sancti Marci Ewangeliste apud Wygestone anno domini MCC octogesimo quinto ordinatum est in presencia domini H. dei gracia Candide Case episcopi, dominorum abbatum de Dundreynan et de Tungland, domini Douenaldi filii Cane, domini Martini clerici, Thome Maculauth, Roulandi & aliorum fidedignorum quod Thomas Maculauth deliberaret sexcies uiginti uaccas in manu Roulandi Ascolok de testamento domini Alani filii Comitis custodiendas usque ad festum Assumpcionis proximo sequens ad complendum residuum si quod fuerit centum librarum sterlingorum quas frater Ricardus de Slikeburne ibidem peciit ex parte exsequtorum domini Iohannis de Balliolo, ita quod de dictis uaccis soluetur residuum dicte pecunie si sufficiant Iohanni de Tesedale; si non sufficiant de testamento addetur complementum; & sic soluto residuo dicte pecunie si quod fuerit omnes uacce predicte exsequtoribus testamenti prefati domini Alani sine contradiccione cuiuscumque persone restituantur, qui sub tali forma eas recepit ex ordinacione prescriptorum & balliui domine de Balliolo. In cuius ordinacionis testimonium prenominati abbates & ceteri nominati sigilla sua una cum sigillo domini episcopi supradicti apposuerunt presentibus. Dat' dictis anno, die, & loco; omnes prenominati sigilla sua apposuerunt tanquam testes.[1]

D. 6. 34
Ap. 28, 1285

602.

[About the same matter.]

Omnibus Cristi fidelibus presentes litteras uisuris uel audituris Hugo de Euer, Stephanus de eadem rector ecclesie de Midforde & Henricus Spring exequitores testamenti domini I. de Balliolo salutem in domino. Cum ex consensu nobilis mulieris domine Deruorgulle de Galwath' domine de Balliolo coexequitoris nostri concessimus & assingnauimus in subsidium perpetue sustentacionis scolarium de Balliolo Oxonie centum libras sterlingorum, in quibus dominus Alanus filius Comitis nobis per litteram suam obligatoriam tenebatur, & sexaginta septem libras quatuor solidos & duos denarios recepimus de eisdem, de triginta

D. 6. 33
July 17, 1285

[1] Originally with nine seals; most of them have now perished.

duabus libris, quindecim solidis & decem denariis residuis, uolumus, ordinamus & concedimus dictis scolaribus per consilium fratris R. de Slekeburne plenarie satisfieri; propter quod tenore presencium executores predicti domini Alani de dictis xxxii libris xv solidis x denariis totaliter quietos clamamus, nobis satisfactum facientes, dum tamen dictus frater R. per litteram suam patentem testimonium peribeat dictis scolaribus de tanta pecunia fore satisfactum. In cuius rei [&c. sealing]. Dat' apud Nouum Castrum die Martis proxima ante festum sancte Margarete uirginis & martiris anno gracie MCCLXXX quinto.

603.

[Adam de Lindesey owes £45 18s. 8d. to the House of Balliol.]

D. 6. 37
Nov. 11, 1286

Omnibus Cristi fidelibus presens scriptum uisuris uel audituris Adam de Lyndeshey salutem in domino. Noueritis me teneri magistro Waltero de Fodringeye & scolaribus domus de Balliolo Oxonie in xlv libris xviii solidis & octo denariis quas de pecunia eisdem debita recepi ex mutuo apud Kirkoswald, soluendis eisdem uel suo certo attornato qui litteras quiete clamacionis michi facere poterit de pecunia quam eorum nomine recipiet ad terminos subscriptos uidelicet ad festum Pentecosten proximo sequens x libras & ad festum sancti Martini immediate sequens x libras & sic de termino ad terminum & de anno in annum consequenter & immediate continuando per x libras quousque dicta pecunia plenarie persoluatur eisdem, ita quod quatuor libre xviii solidi viii d. ad ultimum terminum reddantur; & ad istam solutionem in forma predicta fideliter ad locum & terminos predictos faciendam obligo me & omnia bona mea cohercioni & districcioni cuiuscumque iudicis ecclesiastici uel balliui secularis qui me per dicta bona mea licite ualeant compellere tam ad solucionem dampnorum & expensarum quam debiti principalis, si quod absit in aliquo deficero [*sic*] premissorum. Uolo & concedo nichilominus quod si contingat me ab hac uita migrare antequam dicta pecunia persoluatur quod exsecutores mei residuum dicti debiti reddant eisdem prenotatis antequam aliquid de dictis bonis meis alibi administrent. Et in huius rei testimonium huic scripto sigillum meum est appensum. Dat' apud Belsow in festo sancti Martini in hyeme anno domini MCCLXXX sexto.

604.

[Hugo de Euer owes £22 10s. 10d. to the House of Balliol.]

Omnibus Cristi fidelibus presens scriptum uisuris uel audituris Hugo D. 6. 35
de Euer miles salutem in domino. Noueritis me teneri magistro Feb. 20, 128 6/7
Waltero de Fodringeye principali & sociis suis scolaribus domus dicte de Balliolo Oxonie in uiginti duabus libris, decem solidis & decem denariis quas recepi de centum libris quondam testamento domini Iohannis de Balliolo debitis per dominum Alanum filium Comitis & in subsidium perpetuacionis domus predicte per me & coexcutores [*sic*] dicti testamenti assignatis, dictis scolaribus uel eorum certo attornato soluendis loco & terminis per eosdem cum consilio fratris Ricardi de Sclykeburne michi prefigendis sine ulteriori dilacione. Quod si non fecero uolo teneri ad dampna si que incurrerint & ad expensas si quas fecerint pro defectu pecunie modo predicto non solute secundum taxacionem simplicis uerbi sui attornati, sicud ad solucionem principalis debiti supradicti; & ad omnia & singula supradicta fideliter modo supradicto obseruanda obligo me & heredes meos & omnia bona nostra mobilia & immobilia distringenda per quemcumque iudicem uel balliuum secundum quod dictis scolaribus plus poterit prodesse & nobis magis obesse, quousque in omnibus & singulis supradictis sibi fuerit modo predicto plenarie satisfactum; & in huius rei testimonium presenti scripto sigillum meum apposui. Dat' apud Engleby die Iouis proxima post festum sancti Ualentini martiris anno domini MCC octogesimo sexto.

605.

[John de Clavering owes 25 marks to Balliol Hall.]

Iohan de Claueryngge a ses chers & foialx monsire George de Thorp D. 6. 38
et frere Willem de Kyngeshaghe, ses gardiens & ses receuours en les May 1, 1329
parties de suthe, salutz. Por ceo qe nous sumes tenuz au mestre et a les escolers de la sale de Balliole Doxeneford en uynt et cynke marz desterlings en partie et en parpaie de cent liures, en les queux mon seignur mon piere, qi dieux assoil, lour feust tenuz par une recognissance faite a les auantditz mestre & escolers en la Chancelerie notre seignur le Roy Edward filtz le Roy Henri le disrein,[1] par raison del

[1] A form of desrain = derrain, last.

deuys du testament dame Deruorrgoile de Balliole, vous mandoms qe as ditz mestre & a les escolers, portantz acquitance enseale du commun seal de forme solonc cest' notre garrant', leur facez paier les auantditz vynt et cynk' marz a la quinzeine de la seint Michiel prochein auenir, et cestes lettres ouertes enseales de notre seal vous serront garraunt'. Donez a notre manoir de Aynhoo en le countee de Norhampton le primer iour de May, lan du regne le Roy Edward le tierte apres le conqueste tierte.

APPENDIX I

606.

[The last testament of William Bell, Master of Balliol.]

In[1] dei nomine Amen. Quarto die mensis Maii anno domini MCCCC nonagesimo quinto ego magister Willelmus Belle, magister principalis aule siue collegii de Balliolo Oxonie, compos mentis & sane memorie condo testamentum meum in hunc modum. In primis do & lego animam meam deo omnipotenti, beateque Marie matri eius & omnibus sanctis, corpusque meum sepeliendum in ecclesia parochiali sancte Marie Magdalene extra portam borialem Oxonie. Item lego fratri meo Iohanni Belle decem marcas seu ad valorem decem marcarum, si petat; sin autem, volo quod disponantur circa edificacionem noue capelle. Item do & lego cuilibet socio predicti collegii de Balliolo in die sepulture mee vi*s*. viii*d*.; item cuilibet capellano iii*s*. iiii*d*.; item Alano meo seruo unam curtam togam sine penula; item Iohanni coco lectum in quo iacuit cum curta toga penulata. Item do & lego pendilia lecti & camere cum portiforio meo ei qui successurus est michi in magistrum. Residuum vero bonorum meorum do & lego magistro Iohanni Burton in sacra theologia doctori, Ricardo Bernyngham, Iohanni Southwode, in artibus magistris, quos ordino & constituo meos fideles executores, ut ipsi inde disponant prout eis melius videbitur expedire, deo placere & anime mee proficere, sic quod post meam sepulturam residua est [*sic*] quantum possunt circa nouam capellam disponant; hiis testibus Ricardo Norton doctore & Iohanne Dawton in theologia baccalario.

May 4, 1495

607.

[The University asks the Bishop of Worcester to give advice about some business of Balliol College, which by his help had been prosperously started.]

Sancto[2] patri in Cristo & domino reuerendo domino Waltero dei gracia Wygorniensi episcopo, Thesaurario domini nostri regis, sui

[Oct. 1309–July, 1310]

[1] Prerogative Court of Canterbury, Horne 1, at Somerset House.

[2] Walter Reynolds was consecrated bishop of Worcester Oct. 13, 1309; he ceased to be Treasurer when he was made Chancellor in July, 1310. This and the following two deeds are from the *Liber Ricardi de Bury* in the possession of Lord Harlech (*Hist. MSS. Comm.* IV. 394).

deuotissimi Cancellarius Uniuersitatis Oxonie & doctorum eiusdem cetus unanimis salutifere reuerencie debitum & ad uota vestris beneplacitis se paratum. Preces humiles sepe facilius exaudiri uidentur quas informat caritas & norma non deserit honestatis. Placuit autem vestre alias sanctitati quedam negocia[1] dilectorum sociorum nostrorum scolarium de Baliolo Oxonie, que nostra merito reputamus, feliciter inchoare, quorum effectum finalem prosperum exoptantes, rogatus prioribus nostris rogatibus cumulantes, adhuc deuote rogamus ut in predictis negociis per . . . exhibitorem presencium uiue uocis officio cum placuerit exponendis tale consilium vestra paternitas, de qua plene confidimus, dignetur apponere, ut amplius si poterimus simus[2] vestri, licet non in quantum volumus & debemus, sed saltem in quantum permittitur & valemus. Valeat paternitas vestra in animi sospitatis quiete felici. Dat' &c.

608.

[Balliol College asks the help of the Chancellor of St. Paul's to secure from the executor of H. de Vyenna the second moiety of a legacy of 50 marks towards the cost of the chapel which was being built.]

[c. 1309] Probate discrecionis viro, nostro amico precipuo, magistro R. de O.,[3] cancellario ecclesie sancti Pauli Londoniensis, cetus communis scolarium aule de Balliolo Oxonie cum dierum longitudine se deuotos ad vota. Iuxta ordinacionem bone memorie domini H. de Vyenna defuncti infra cepta nostre curie unam capellam suis sumptibus fecimus inchoari, quam lapidea fore decreuit in sui memoriam perpetuam, plumbo cooperiendam finaliter; ad cuius fabricam non recepimus unum

[1] This 'business' was doubtless the building of the chapel; the words seem to imply that the Bishop had himself contributed to the cost.

[2] scimus, MS.

[3] As far as is known no chancellor of St. Paul's had these initials. Possibly the initials are imaginary, as in the letter which in the MS. is next before; in it John bishop of Chichester (between 1305 and 1310) is addressed by A. de B., chancellor of the University, whereas no chancellor of that time had these initials. But the more probable explanation is that R. de O. is an error of the scribe for R. de C.; the letter in the MS. which follows is addressed by H. de M. chancellor of the University, to R. de O. chancellor of St. Paul's. H. de M. is Henry de Mansfield, chancellor from Oct. 1309 to Dec. 1312; R. de Clothale was chancellor of St. Paul's as early as July, 1309 (*Hist. MSS. Comm.* IX. 26), and held office until 1319 or later. A capital C. and a capital O. are almost indistinguishable in some of the hands of the reigns of Edward I and Edward II.

denarium parte sua.[1] Iccirco ex deuocione qua possimus ampliori rogamus quatenus erga dominum I. de B. clericum, executorem testamenti predicti domini Hugonis, cuius bona pro magna parte penes ipsum dominum I. remanere dicuntur ultra omnia debita & legata, dei intuitu & nostre indigencie racione velitis instare cum tali & tanta efficacia ut ad construccionem dicte capelle, cui sumptus proprii non sufficiunt, aliquod subsidium competens senciamus, et quod bono modo nobis satisfacere studeat tempestiue de illis viginti quinque marcis sterlingorum que nobis predictus testator in suo testamento reliquit in parte solucionis quinquaginta marcarum, de quibus una medietas est nobis soluta alia medietate adhuc suspensa, in periculum anime decedentis & in nostrum dampnum non modicum ut apparet. Et petimus humiliter quod nulla offensa precibus nostris istis vestram benivolenciam comprehendat. Altissimus vos conseruet per tempora valde longa. Dat' &c.

609.

[The University asks the help of the Archbishop of Canterbury to secure from the executor of H. de Vyenna the second moiety of a legacy of 100 marks.]

Sancto patri & domino reuerendo domino R. diuina prouidencia Cantuariensi archiepiscopo tocius Anglie primati vestre proteccionis deuotissimi filii Cancellarius Uniuersitatis Oxonie cetusque doctorum eiusdem unanimis cum salutis commodo sempiterne felicitatis augmentum & deuocionis cuiuslibet reuerenciam subiectiuam. Dudum in testamento bone memorie domini Hugonis de Vyenna clerici beneficiati in vestra Cantuariensi prouincia locis diuersis defuncti centum marcis[2] sterlingorum usibus nostris relictis, quinquaginta marcas recepimus, eisdem aliis residuis quinquaginta nondum solutis. Pro quibus adquirendis ciuiliter sine lite nunc sicut alias vestre transfretacionis ad sedem apostolicam tempore preces precibus iteramus, humiliter supplicando quatinus domino I. de B. clerico executori testamenti predicti ad cuius manus bona varia testatoris adhuc eciam ultra soluta & relicta publice remanere dicuntur, dignetur

[Before May, 1313]

[1] This must mean 'from him in person'; from what follows we learn that Balliol had received 25 marks from his executor. Probably the words are inserted lest the executor should assert that H. de Vyenna before his death had given to Balliol a portion of the 50 marks. In 1294 Balliol acquired property in London from Hugh de Vyenna, but by purchase not by gift.

[2] marcas, MS.

paternitas vestra rogando litteratorie nunciare, ut in subsidium anime resoluti [1] de ipsis quinquaginta marcis suo & coexecutorum nomine satisfaciat ut tenetur; quarum satisfactione fraudari verisimiliter dubitatur nisi vestri favoris iusticiam graciosam cicius senciamus. In omni sensu & motu sanctissime Trinitatis vestri patroni presidium vestrum statum conseruet diu salubrem. Dat' &c.[2]

[1] i. e. the deceased.

[2] This deed has no reference to Balliol but refers to a legacy of 100 marks with which the University founded the Vienna chest. It is printed to illustrate the delay in the payment of the legacies of Hugh de Vienna.

APPENDIX II

[The following notes are taken from a volume, the existence of which was unknown until this work was almost complete. It is the College Fine Book; and not only does it give the fines on the renewal of the leases, but in some cases it mentions leases of which we have no record elsewhere and gives details about the condition of the tenements at various periods. To judge from the handwriting it was begun about 1670, no doubt by the College Bursar; the first hand ends with 1686; the later entries are, it will be noticed, less valuable.

The system of all Colleges, at the time this book was made, was to let their tenements in Oxford for long leases of sometimes twenty-one, generally forty years. About 1580 the custom arose of surrendering the lease when a portion of it had expired, on condition that a new lease was given at the same rent and for the full number of years; for this advantage a payment was made called a fine. The amount of the fine depended upon the value of the tenement and on the number of years of the lease that were expired. At the beginning of the seventeenth century the rule with College Bursars was that if fourteen years out of forty had expired, the fine should be one year's rack rent of the tenement, *minus* the actual rent paid to the College. By the end of that century tenants were expected to pay $1\frac{1}{4}$ year's rent when fourteen years had elapsed; by 1800 it had been raised to $1\frac{1}{2}$ year's rent (e.g. p. 228), and before long to $1\frac{3}{4}$ years.

The Fine Book is of value, because the fine enables us to form some idea of the value of the tenement and to trace the fluctuation of prices. It appears from Balliol records, as with other Colleges, that the great increase in the value of Oxford house property took place between 1790 and 1830, and that in those forty years its value increased more than fourfold. Thus the fine of the Balliol house in St. Peter le Bailey was £80 in 1803, but £253 in 1830, while the shop and cellar in St. Mary's parish increased in value sixfold between 1797 and 1832.

It must be understood that with these long leases the man who took the lease from the College was not always the occupant; frequently he was a gentleman who lived in some distant part of England, and sublet his house to another who had not capital enough to buy up the lease. The lease was taken as a way of investing money, and not with a view to residence, and sometimes the lease was reckoned to be worth much more than the freehold; an example will be found on page 227. A result of this was that the holder of the long lease often spoke of the house as if it was his own,

and when he sold the residue of the lease was said in the language of the time to sell his house.

The system was popular because it was convenient; the College was not troubled about repairs, for the lessee undertook this, and it was to his interest to keep up the value of the tenement that he might recover what he had paid. There were also no bad debts; the fine was paid in cash and the 'reserved rent' was practically a first charge, and no lessee would leave it unpaid lest the lease should be forfeited and he should lose his investment. But it was a dishonest and also a wasteful system; the future generation was robbed of the rent it should receive and the lessee was allowed to pay only an eighth or a tenth of the true value, on condition that he paid thirty or forty years before the money was due. It was cupidity and indifference to the claims of posterity that made the system last so long; there was no law or unalterable custom that bound Colleges to renew their leases, and as soon as conscience outweighed cupidity the system ceased. At Balliol, as we learn from an entry given below, the balance turned before 1858, some twenty years earlier than in most Colleges.]

The House adjoining to Hammonds Lodgings.[1]

1649. It was sett to Dr. Rich. Bayley D.D. late (and afterward) President of St. Jo. Bapt. Coll., then sequestred, for 40 years, for a fine of £12, notwithstanding there were 22 years expired.

1662. Renewed to Mr. John Bayley, son to Dr. Bayley aforesaid, for 40 years, for £5, being but 12 years expired.

1671. It was let to Mr. John Taylor, painter, for 40 years for a fine of £8, being but 9 years expired; a little corner of waste ground was then added to the backside of this tenement.

1686. Renewed again to the said John Tayler for a fine only of £15.

The Corner House.[2]

1649. The lease of the Corner House and the tenement next to it was renewed to Ann Richardson for a fine of £18, after 22 years expired.

1665. The two houses were let to Francis Wildgoose, after 16 years expired, for which he paid but £5. This fine was not above half a year's rent of the whole two tenements; for he did then (and many years before) let one of the tenements for £5 a year to the widow Wrigglesworth, reserving the corner house (which seems to be the better part) to himself.

[1] See p. 83.

[2] See p. 84.

The Catherine Wheele.[1]

The Katherine Wheel, as it is now let to Simon Coates, has received an addition of two [2] tenements to it on the south side of it; for that which is now called the new and old parlours with the rooms over them was a distinct tenement and heretofore leased over to one Harrison [3] and that which is now Mr. Horseman's office with the room over it was let as another tenement to one William White.

1649. The lease was renewed to Simon Coats for a fine of £35, about 24 years being expired.

1657, March 25. A part of the College backside containing 90 feet in length by 24 in breadth was added to the Catherine Wheel, for a fine of £10, and the annual rent was raised to £2 15*s*.

1663. The whole was let to Simon Coats the father for 40 years, for a fine only of £25.

1676. The same was renewed to Simon Coats jun. after the expiration of 12 years, 5 months and 2 weeks for the same fine of £25 only.

1686. Renewed to Edmund Bradford and Dorothy his wife for a fine of £20.

1698. Renewed to John Ween for a fine of only £21, and a clause was inserted in the lease whereby the College had power to take the tenement into their own hands, whenever they should have occasion, upon such terms as the parties should agree upon, or to stand to the arbitration of the Vicechancellor.

The House next to the Ball Court.[4]

1671. It was let to John Lawrence 22 years being expired for a fine of £5.

Mem. John Lawrence values this tenement of his at £3 10*s*. per annum; for he now lets the lower room of it to Ferdinando Smith for £1 12*s*. per annum, reserving the upper room and a garret over it, which he values at 40*s*. a year, for himself.

Had this house been worth but 40*s*., then a fine of £5 had been pretty equal; that is for the first 14 years one year's purchase or £2, and for the other 8 years after the 14 years £3. But since it appears that the tenement is worth £3 10*s*. a year, he ought to have paid somewhat above £9.

[1] See pp. 85–9.

[2] In reality it received four additions, Harrison's, White's, Lademan's, and Boyden's holdings.

[3] Probably an error for 'Lademan'.

[4] See p. 89.

Several Tenements adjoining to Caesar's Lodgings.[1]

1668. Richard Preist being dead and his widow not able to renew, the tenements were let to Mr. Hugh Ellis, the college atturney, for 25 years, for a fine of £40 only.

'This was looked upon as an easy fine to Mr. Ellis, in regard it was credibly reported that Mr. Ellis might have had £80 for his bargain, that is £40 more than he paid for his lease. And it is certain that it was very well worth £80, for considering that Mr. Ellis made at that time x or xii pounds more than his rent,[2] there is no man but would willingly give him 8 years' purchase. But Mr. Ellis knew it was worth more, and therefore he refused to sell his lease although he might have doubled his money. For if a College lease be thought to be worth 8 or 10 years by him that is the immediate taker from the College, it is looked upon to be worth xii or xiiii years' purchase from a private person.'

1671. The same was renewed to the said Hugh Ellis for 30 years without a fine.

1675. Renewed again to the same Hugh Ellis for 34 years without a fine, at which time there was an addition to his lease of a piece of ground taken out of the Master's garden and laid to Mr. Ellis his new buildings.

1686. Renewed to Hugh Ellis jun.; no fine.

1688, Mar. 25; the Black Nag only was renewed to William New for 34 years, about 14 years and 2 months being expired, for a fine of £11.

1701. The Black Nag was renewed to William New for a fine of £10.

The second house from Caesar's Lodgings.[3]

1658. This house being out of repair and ready to drop downe, it was leased to William Hanks for 30 years upon condition that the said Hanks should rebuild it, which he did, paying but three pounds per annum for it, for the first 27 years, and four pounds a year for the three last years; and for the rebuilding of this house the College did not only abate 20*s*. of the annual rent for the term of 27 years but also gave £10 in ready money to the said William Hancks towards the charge of rebuilding.

1671. The lease was renewed to Mr. Nicholas Vilett in trust for one Thomas Manners, a minor, for 30 years; fine £6. This fine

[1] See p. 78. [2] The rent was £4 4*s*. [3] See p. 76.

was thought to be one year's value of the house above the College rent, the whole tenement being now let to one Thomas Hore for £9 per annum, the said Hore paying all taxes. But £6 was too little, 12 years being elapsed out of 30 years, since 10 years out of 30 years or one third of the time elapsed is always reputed to be worth one full year's rent of the thing taken.

1699. The fine of Edward and John Benford was but £40, because the houses were ready to fall down.

1707 and 1720. No fines were taken as these leases were the completion of the term granted in 1699. Mary Cantwell was widow of Edward Benford before her marriage with Cantwell.

The third house from Caesar's Lodgings.[1]

Before the warre this tenement was let to Richard Owen for the same rent which Mrs. Cave now pays.

1655. Mr. Walter Cave paid no fine.

1658. The lease was renewed for the term of 35 years without paying any fine, in hopes that Mr. Cave would have rebuilt the said tenement, as he promised to do and perhaps would have done, if he had lived; which is now very much out of repaire.

1675, July 20. The same was let to Trinity College together with the barne and piece of garden ground which Mr. Martyn Hirst held and a great part of Caesar's garden for 30 years paying the aforesaid rent of £4 and a fine of £7 only after 17 years expired. Mrs. Cave had sold the remaining part of this lease (viz. 18½ years) to one Mr. Deane of Watlington for £55, that is for 11 years' purchase or thereabouts, the whole being let by Mrs. Cave to her undertenants for about £5 per annum above the College rent.

This house is now rated at £8 a year.

(*In a later hand.*) Mem. that after the expiration of Trinity College lease this house was taken into the College and turned into lodgings which go under the name of Quakers Hall.

A piece of ground with a barn or strawhouse upon it taken out of the garden belonging to Caesar's lodgings.[2]

This was let to Mr. John Bell in 1634, who built the barn upon it.

1656. No fine expressed.

1667. The fine was but £3, although more than half the term of the lease was expired. If this barn and ground be worth but £1 10*s*.

[1] See p. 75. [2] See p. 76.

above rent per annum, then Mr. Hirst gave something near the value of the usual rate of College fines, that is supposing 7 years elapsed to be worth but one year's purchase; for at the same rate 11½ years expired are worth 2 years and 4 months' purchase, which comes but to £3 10*s*., supposing the rent to be at thirty shillings a year.[1]

1675, July 29. Renewed again to Trinity College for 30 years, in one lease with the tenement last mentioned.

1706. After [2] the expiration of Trinity College lease the premises were demised to Mr. George Phips for 30 years and the rent was raised to 40*s*., a little more ground being granted than was in the former leases. The fine was £10. The Master and Fellows granted Mr. Phips leave to pluck down the barnes, stables, strawhouses, woodhouses, lofts &c. to lay out the ground for his own conveniency and he had the materials, but he is obliged by his lease to make them all good again at the expiration thereof.

Memorandum that Mr. George Phips gave the College but a £50 bond to oblige him to the performance of covenants, which will not be sufficient to engage him to make good the last clause.

1737. A lease was granted to Dr. Hughes and some additional ground for a coachway was granted.

The Cardinal's Hat.

July 19, 1706. This lease was renewed again under the same rents and covenants as before for the space of 40 years; but though the rents and covenants remain the same, yet we lost part of our ground; for the Dean and Canons of Ch. Ch. were pleased to take advantage of a mistake in our last renewing and insist upon a forfeiture; so we were obliged to submit to the terms and part with as much ground as amounts to 106 feet in length and 11 feet in breadth which is demised by the Dean and Canons to the President and Fellows of Trinity College.[3]

An house and large backside or garden ground in St. Mary Magdalen parish, commonly called Ball's house.[4]

1592. This house &c. was let to Mr. John Pollard of Baulden in Oxfordshire for 40 years at a rent of £1 per annum.

1631. Mr. William Ball was one of the yeoman beadles of the University.

[1] He means 'thirty shillings above the rent of 10*s*. to the College'.

[2] See p. 80.

[3] See p. 75.

[4] See p. 224.

1661. After 30 years expired Mr. Ball paid a fine of only £26.

'Thirty years elapsed are as well worth 5 years' purchase (or very near) as 14 years are worth one year's purchase; and therefore supposing Mr. Ball's house to be worth but little more than £5 per annum above the College rent, then this fine of £26 had been very near the usual rate which tenants pay to corporations. But if this house be really worth £10 or £12 per annum, as it was formerly valued, or £16 per annum, as it is now improved to, then it is evident Mr. Ball did not pay above one third part of the worth of his lease. For if the addition of 30 years (to a lease of 40 years) after 10 years to come be very well worth 5 years' purchase (allowing the lessee at the rate of £8 per cent. for the laying out of his money) then accounting Ball's house with its appurtinencies to be worth but £15 per annum (which is an easy rent) Mr. Ball ought to have paid at the least £75 for his fine in the year 1661. But the Master and Fellows were willing to favour Mr. Ball in regard of his sufferings for the King &c. as having been sequestred from his beadles place from the year 1647 until the year 1660, during which time Mr. Ball was not able to renew. And when Mr. Ball was restored to his place again, the Master and Fellows were willing to accept of such a fine as Mr. Ball was able (or rather, willing) to give.'

1675. Mr. Ball paid but half fine, viz. £8, because Mr. Ball had then lately been very servicable to the College in looking over all the College writings in the Treasury and digesting them (which before were very much confused and out of order) into their several places or boxes, to which they did properly belong. So that what was done for Mr. Ball must be no precedent for the future, seeing Mr. Ball's house and its appurtenancies are very well worth £16 per annum, being so let to Mr. Dalgarnoe at this present, 1686.

1690. Fine £15.

1705. Fine £15. Richard Hedges paid no more, although 15 years were expired, because he had laid out a great deal of money in reparation, since he bought[1] the house.[2]

1733. Fine £20.

1747. Fine £20.

1790, July 8. A lease to John Dew for 40 years; fine £31 10*s*.

1799. The land tax of this house is £2 16*s*.

[1] = bought the lease.

[2] A note in the College Lease Book, p. 401, says that the tenement was about 270 feet from E. to W., about 62½ feet from N. to S. on the west side, and about 33 feet from N. to S. on the east side towards the street.

[It appears that the 'small estate held by lease from Magdalen College' (p. 227) was a house and close in Woodstock, which Balliol bought for £163 6*s*. 10*d*.]

A tenement over against St. John's College in length E. to W. 267 feet.[1]

1568. Leased to Richard White.

1588. Leased to John Wyans, for 31 years.

1663. The fine was £10.

$167\frac{5}{6}$, March 3. The lease was renewed to Richard Day for 40 years; the fine was £10, twelve and a half years being expired.

1697. The fine was £40, twenty two years being expired.

1708, Oct. 9. Renewed to Jeremiah Franklin, 11 years and 7 months being expired. 'Mr. Charles Harris steward of the College who sold this tenement to Franklin, purchased it just before the date of this lease from the trustees of the children of William Ford for the sum of £80. At that time it was much out of repair; notwithstanding which £20 more was offered by another bidder, but Mr. Harris insisting upon a contract and the deed being already executed on the part of the trustees, he could not be heard.'

1722, Nov. 18. Renewed to Jeremiah Franklin, 14 years being expired, for a fine of £14.

$173\frac{7}{8}$. The fine was £15, fifteen years being expired.

$175\frac{2}{3}$. The fine was £14, fourteen years being expired.

1769. The fine was £25, seventeen years being expired.

1777. The fine was £13 6*s*. 6*d*. This fine is at the rate of a year and a half's purchase for 14 years.

1793, April 5. Renewed to Rev. Thos. Bentham for 40 years from Michaelmas 1790. The fine at a year and half's value was £40.

The land tax in 1799 was £3 10*s*.

A tenement in St. Giles's parish next adjoining to the Holy Lambe.[2]

1649. The fine was £4.

1666. The fine was £5 only, although 17 years were expired.

1686, Mar. 25. The lease was renewed to Richard Pricket after $19\frac{1}{2}$ years expired: the fine was £6.

1703. After $17\frac{1}{2}$ expired the fine was £5.

1717, Nov. 4. The lease was renewed to Richard Buckingham.

[1] See p. 217. [2] See p. 238.

1748, July 9. The lease was renewed to Mr. Hanwell for a fine of £8, seventeen years being expired.

1763. Sixteen years being expired, the fine was £7.

1777. The fine was £7 10*s*. This fine is equal to a year and a half's value, 14 years of the last lease having expired.

1833. The fine was £51 19*s*. 6*d*.; the same in 1847.

Several Tenements in St. Giles adjoining to the last tenement.[1]

Although this be let by the name of one tenement, it is now made and built into six tenements, and the present tenants are:—Mr. Williams, M.A., the widow Low, Richard Jones, Abraham Allen, Ellin Seal, widow, one dwelling void.

1669. 'The fine was but £12, although 15 years expired, which was not one year's purchase as the tenements were then improved; for if 14 years expired be better worth than a year's purchase by the same rule 15 years and upwards must yield a year and a quarter's purchase. But the reason why these tenements were let so cheap was because the said Christopher London had lately built them and augmented the annual rent to more than treble to what the rent was before the time that he became tenant. Upon which consideration, it being not usual to raise the fine upon the first renewal and but little upon the second, his fine was mitigated from 15 months' value to less than one year's value.'

1686. Seventeen years elapsed, the fine was £17.

1700, Mar. 25. Renewed to Christopher London, 14 years being expired, for a fine of £11. He paid no greater fine because he helped the College to sett the house adjoining to Mr. News at a tolerable fine, though it was much out of order.

1738. Fine £5. The same in 1752.

1766. Fine £30.

1777. Fine £30: this is after the rate of 1½ years' purchase for 14 years.

1793. Renewed from Michaelmas 1793, with the adjoining house, to the Duke of Marlborough for a fine of £63 being a year and a half's value, fourteen years being elapsed.

1805. Fine £63, for both houses.

1833. The fine of Lydia Sirman for the one house was £155 13*s*.

1849. The fine of R. J. Spiers was £155 13*s*.

[1] See p. 236.

Two small tenements under one roof in St. Giles's parish lying on the west side of the street over against St. Giles's churchyard with two acres in St. Giles's fields.[1]

1650. The fine was only £10 though there were above 23 years of the lease then expired. 'By which it seems that the then Master and Fellows did not think this estate to be worth full 4 pounds per annum; but it appears the last purchaser, Mr. John Taylor, thought it worth more when he gave for it to the widow Pain about Christmas 1680, when there was almost seven years of the lease expired, the sum of £85; and thought it a good pennyworth too, notwithstanding one of the tenements was to be rebuilt. And the reason why the widow Pain sold this lease so cheap was a necessity of raising present money to pay off her creditors; otherwise she might have had more money for it, as I was told by her own son, Moses Baker, gardiner, Monday, April 25, 1681.'

1674. As the lease was for 21 years only, Payne paid but an easy fine of £2.

1681. 'Renewed for a fine of £5 in regard that John Taylor had then renewed the hithermost tenement which Payn had left unbuilt.'

1692. Fine £14; ten years being elapsed.

1699. Fine £9; seven years and seven months being expired.

1707. Fine £8.

1729. Fine £9.

1740. Fine £16; eleven years being elapsed.

1747. Fine £8; seven years being elapsed. The same fine in 1754.

1761. Fine £10, being at the rate of one year and a quarter's value.

1769. Fine £12; eight years being expired.

1795. The lease being extended to 40 years John Ward paid a fine of £31 10*s*., the tenements (which were now separated from the land) being valued at £10 yearly.

1799. The Land Tax was £1.

1807. The lease was offered for Auction. The holding was now eight messuages or tenements of the yearly value of £50, of which a great part was erected about 1796.

1809. The fine was only £31 10*s*. in consideration of the addition made to the buildings.

[1] See p. 247.

1794 and 1805. For the lease of the land and the four little houses Chillingworth paid no fine.

1809. This was a lease of the houses only; fine £56. The land in the fields was at the same time let to Chillingworth from year to year at a rent of £2 2*s*.

1823. Fine £78.

Shop and Cellar in St. Mary's Parish.

1657. Fine £5; fourteen and a quarter years being expired.

1668. Lease to Mr. Robert Cripps late fellow of Merton College; fine £5.

'The two fines are very disproportionate to themselves and both of them to the real worth of the purchase; for 14 years are as well worth 3 years' purchase, as 10 years are worth 1½; and therefore the fine paid by the father ought to have been double to what the son paid in 1668; and both the fines ought to have been greater if the premises are worth £5 a year as they are said to be.'

1683. Fine £16; fifteen years being expired.

1692. Fine £10; ten years being expired.

1712. The fine was £9; ten years were expired.

1722. Fine £8; ten years being expired.

1729, Nov. 29. The lease was renewed to Mr. Wheatley for £5, seven years being expired.

1740. Fine £8; ten years being expired.

1747. Fine £5; eight years being expired.

1754. Fine £5; seven years being expired.

1769. Fine £21 5*s*.; fifteen years being elapsed.

1790. Fine £5; seven years being lapsed. The same in 1797.

1804. The lease was increased to 40 years; for this Pasco paid £30.

1820. Fourteen years being lapsed, the fine at 1½ years' purchase was £37 4*s*.

1832. The fine was in this case at 1¾ years' rent for 14 years elapsed,[1] £57 6*s*.

In 1836 the lease was bought by Oriel.

In 1819 John Hudson valued the shop and cellar at £26 per annum.

[1] See p. 211. It is therefore evident that the valuation printed there is of 1832, not 1846.

Several tenements over against the old Butcher-row.[1]

1611, June 13. The two garden grounds were let to Hugh Jones for 40 years; rent 13*s.* 4*d.*

1626, April 24. At this time there were two houses built upon the said ground by one Ellinor Fletcher, widow, relict of John Fletcher gent.; and now the premises were demised to one Dorothy Fletcher, sister to John Fletcher aforesaid, by the name of two messuages with a stable, backside, and garden-grounds.

1644, Oct. 6. These two tenements and whatsoever else was built upon the said ground by Dorothy Fletcher, who was about to build more tenements upon the garden-ground when she became tenant in 1626, were burnt down to the ground so that the College received neither fine nor rent until in

1654, Feb. 1, Robert Bowell a chandeller took the lease upon condition to build a good handsome and convenient messuage within 10 years' time; 40 years; rent 13*s.* 4*d.*; fine £5.

1657. Lady day. This lease was renewed to John Slatter, a goldsmith, who built[2] all those tenements which are now standing upon the premises, for which he had his lease filled up to 40 years without fine.

Memorandum. Shortly after John Slatter had built these tenements he sold his lease to one Mr. William Robinson, apothecary at the Turk's Head in Shoreditch, London, for £650, making the said Robinson believe he might rent the tenements for £50 per annum. And it has been confessed that Mr. Robinson at his first entering upon the lease did make £49 or £48 rent per annum, but afterwards the rents did decrease. And yet in 1674 (and so at the present) the premises were let for about £44 per annum, as I received it from the several tenants viz.

For the tenements next the street

1 & 2, Two tenements in the west part of the building towards St. Peter's church in the possession of George Steynor, a sarjeant of the City, the yearly rent was £9

3. For the house adjoining to Steynors and on the left hand of the passage leading into the backside, then in the tenure of William Durling, boddyes-maker. £7

4. On the right side of the passage aforesaid one Michael Parker, a cooper, had the shop for which he paid £3

But the rest of the tenement lying behind the said shop was inhabited by one John Wigge, a shoemaker, for which he paid £5

[1] See p. 178.

[2] i. e. had built; see p. 178.

5. For the tenement adjoining to the Cross Keys, wherein Robert Gardiner the city bell-man then dwelt and kept the sign of the Robbin Hood £7

For three tenements in the backside (for there were no more then inhabited)

6. The house adjoining to Steynor's woodhouse in which one John Penne a shoemaker dwelt £2

7. In the corner house there lived one Thomas Mason a glover £3

8. In the farthest part of the back building, William Hancks, a mason £3

9. Mr. Tisdale, a mercer, rents a stable and hayhouse, the garden with the wash house and summer house £3 10*s*.

10. On the farthest part of the backside, Mr. Brooks of the Cross Keys has the void place adjoining to the Crown backside, together with a fuel house belonging to the premises £1 5*s*.

The rent of all is £43 15*s*.

1676. Fine £70; but 19 years elapsed should have been worth two years' rent.

1691. Mr. Mayott and Mr. Wright, the Recorder of Oxford, renewed the lease in trust for Mrs. Finmore's grandchild. They acknowledged the premises were let for £49. Fine £60; fifteen years were expired.

1706. Fine £45, fifteen years being expired. The tenements do not now yield about £36 or £37 per annum.

1748. Fine £35.

1789. Mr. Holman's lease having expired, a lease for 40 years was granted to Thomas Eaton. This lease was put up to public auction by the College and sold for £257 1*s*.; and £80 had been received from Holman's executrix on account of dilapidations; so that the whole purchase money may be deemed £337 1*s*.

The land tax in 1799 was returned as £8 5*s*.

1803. Fine £80; fourteen years had elapsed.

1816. Fine £150; fourteen years had elapsed.

1830. Fine £253 16*s*.; fourteen years had elapsed.

1844. Fine £243 5*s*., being reckoned at $1\frac{3}{4}$ years' purchase; fourteen years had elapsed.

1858. The College having resolved to grant no more beneficial leases, on the time for the renewal of this arriving, the fine £243 5*s*. was paid to the Master and Fellows from the Domus Fund upon the

plan of redemption, that is to advance the fine each period of renewal from Domus till the lease expires, then to give the whole Rack for 14 years to Domus.

A TENEMENT IN ST. EBBE'S PARISH.[1]

1650. Fine £5.

It is very doubtful that the College has lost ground in this place; for whereas it is said in all our leases that we let an house and garden, there is no room for a garden now, the backside being so little that it is very hardly big enough for necessary uses. And whereas it is said that the garden lies near the corner of the street, it is to be observed that the College ground does not reach near to the corner but falls short of it at the least 48 feet. It might therefore be enquired whether that piece of void ground which lies between the College house and the corner of the street did not formerly belong to Balliol College and was the garden-ground mentioned in the leases, and for want of a boundary to set out our ground might be alienated from the College after the time of that great fire, Oct. 6, 1644, at which time this tenement was burnt down to the ground and lay unbuilt for many years.

1668. Fine £6, although 17½ years were expired.

1686. Fine £6, after 18 years expired.

1701. Fine £6; fifteen years expired.

1716. Fine £6; after 15 years.

1747. Fine £6; fourteen years being expired.

1761. Fine £7 10*s.*; being 1¼ years' value; fourteen years had expired.

1799. The land tax was £1 7*s.* 6*d.*

1802, Mar. 25. The lease granted to the Feoffees of St. Ebbe's parish having expired, a lease for 40 years was granted to Thomas Cox[2] for which he paid the sum of £100 16*s.*, having purchased the same at a public auction.

1816. Fine £26 8*s.*

1829. The fine after 14 years would now have been £64, but Benjamin Lee, corkcutter, the tenant, refused to renew.

A TENEMENT AND STRIP OF GROUND IN THE LANE CALLED SLEYNE LANE OR SLAYING LANE.[3]

This tenement is now nothing but a part of a malt house (to speak the best of it; for I think some of it is used as an hogstye).

[1] See p. 186.
[2] This name should be inserted on p. 187.
[3] See p. 202.

1661. Renewed to Mr. Haywood and Mr. Tipping, after 12 years expired, for which they gave a new 'pulpit cloath' valued at £5.

1676. Renewed to Haywood and Tipping for £2.

'What should move the Master and Fellows to take so small a fine I know not, for I was absent when this lease was let. For although the College be much damnified by suffering this building to degenerate to the use it is now put to, yet it lies so convenient to Mr. Haywood and Mr. Tipping that they would not be without it for £5 a year.'

1691. Fine £5.

1729. Renewed to Francis Whitney; fine £5; fourteen years being elapsed.

1744. Lease renewed.

1758. Fine £5.

1789. Fine £33 15*s*., thirty-one years having elapsed; the annual value was reckoned to be £5.

1804. 'The estate having been valued at £20 per annum which appeared to the College too high a valuation, the fine was fixed at £21 being 1½ years' value, considering it as worth £14; but these terms were rejected by the tenant, Mr. Davies, in a manner somewhat offensive, as will appear by his letter annexed.'

1829. The lease expired. Since then the tenement has been let to Messrs. Hall and Tawney at £21 a year.

1864. Mr. Micklem offered to purchase it for £375, but it was valued by the College valuer, Mr. Field, at £700.[1]

A HOUSE AND MALTHOUSE IN GRANDPONT.[2]

1656. Fine £7; seven years being elapsed.

1668. Fine £10; twelve years being elapsed. This fine was too low, as the house was worth £16 a year.

1686. Fine £20 after 17½ years expired.

1700. Fine £15; fourteen years were expired.

1741. Fine £35; twenty-six years were expired.

1795. Fine £26 after 21 years elapsed. The clear annual value was considered to be £10.

1799. Land Tax £1 18*s*. 8*d*.

1809. Fine £21; fourteen years elapsed.

'In 1838 Whessel sold the property[3] to Joseph Ham, printer, for £512.'

[1] It has since then been sold for £325.

[2] See p. 194.

[3] i. e. the lease of the property.

A garden by Alban Hall.

1684. 'I find in a pocket book of Mr. Hughes[1] that the lease was renewed to Merton July 31, 1684; fine £10 but no fees.'

1698. No fine was paid.

1729. Fine £8; thirty years had expired.

1761. Fine £10.

1792. Fine £31 10*s*., thirty years being lapsed.

1804. Sold to Merton for £72.

[1] Possibly the name of the man who started this register and filled up the entries until 1686. John Hughes, fellow of Balliol, was B.A. in 1670 and B.D. in 1684 (Wood's *Athenae*, vol. ii).

LIST OF THE DEEDS AS NUMBERED IN THE MUNIMENT CHEST

A. 1.		A. 1.		A. 1.		A. 2.	
1 =	442	39 =	475	77 =	508	29 =	530
2	443	40	modern papers.	78	509	30	531
3	444	41	modern papers.	79	509	31	532
4	445	42	467	80	510	32	546
5	446	43	468	81	510	33	547
6	446	44	468	82	511	34	547
7	447	45	469			35	548
8	447	46	470			36	548
9	448	47	470	**A. 2.**		37	549
10	448	48	471			38	550
11	449	49	471	1 =	521	39	551
12	449	50	472	2	522	40	552
13	450	51	498	3	523	41	553
14	450	52	498	4	434	42	554
15	451	53	499	5	435	43	555
16	452	54	500	6	436	44	433
17	459	55	501	7	437	45	533
18	460	56	501	8	438		
19	461	57	502	9	439		
20	462	58	502	10	440	**A. 3.**	
21	462	59	503	11	441		
22	463	60	504	12	477	1 =	536
23	464	61	505	13	478	2	537
24	465	62	476	14	479	3	538
25	466	63	512	15	480	4	540
26	453	64	513	16	481	5	539
27	453	65	513	17	482	6	541
28	454	66	514	18	483	7	543
29	454	67	514	19	484	8	542
30	455	68	515	20	487	9	544
31	455	69	515	21	486	10	41
32	456	70	516	22	485	11	545
33	457	71	516	23	524	12	42
34	457	72	517	24	525	13	42
35	458	73	506	25	526	14	42
36	458	74	506	26	527	15	42
37	475	75	507	27	528	16	43
38	475	76	507	28	529	17	43

A. 3.

18 =	535
19	534
20	488
21	488
22	489
23	489
24	490
25	490
26	491
27	492
28	492
29	493
30	494
31	149 & 162
32	495
33	495
34	496
35	496
36	497
37	497
38 to 42	modern papers
43	520
44	modern
45	518, 519
46	modern
47	473
48	474

A. 7.

1 =	216
2	216
3	217
4	218
5	219
6	220
7	221
8	355
9	356
10	357
11	358

A. 7.

12 =	34
13	35
14	35
15	233
16	233
17	234

A. 8.

1 =	302
2	303
3	284
4	285
5	286
6	288
7	289
8	290
9	291
10	291
11	292
12	293
13	294
14	295
15	296
16	297
17	298
18	298
19	299
20	300
21	301

A. 9.

1 =	222
2	223
3	224
4	225
5	226
6	227
7	228
8	229
9	230
10	231
11	232
12	239

A. 9.

13 =	235
14	236
15	237
16	238
17	359
18	360
19	360
20	361
21	362
22	362
23	363

A. 10.

1 =	406
2	282
3	280
4	281
5	283
6	261
7	262
8	263
9	264
10	266
11	265

A. 11.

1 =	363
2	364
3	365
4	366
5	367
6	367
7	368
8	368
9	369
10	370
11	371
12	372
13	373
14	373
15	374
16	374
17	375

A. 11.

18 =	375
19	376
20	377
21	377
22	378
23	378
24	379
25	379
26	380

A. 12.

1 =	267
2	268
3	268
4	269
5	270
6	271
7	271
8	272
9	272
10	273
11	273
12	274
13	275
14	275
15	276
16	276
17	277
18	277
19	wanting
20	278
21	279

A. 13.

1 =	180
2	181
3	182
4	183
5	184
6	220
7	190
8	192
9	187

A. 13.

10	= 207
11	240
12	241
13	243
14	244
15	556
16	557
17	558
18	559
19	560
20	561
21	242
22	245
23	246
24	247

A. 14.

1	= 562
2	(an Oseney deed)
3	210
4	287

B. 1.

1	= 20
2	20
3	21
4	23
5	22
6	24
7	26
8	27
9	28
10	29
11	30
12	31
13	45
14	46
15	47
16	47
17	47
18	47
19	48

B. 1.

20	= 49
21	51
22	50
23	52
24	36
25	37
26	38
27	39
28	39
29	40
30	40
31	40
32	44
33	62
34	53
35	54
36	55
37	56
38	57
39	58
40	59
41	60
42	60
43	61
44	61
45	63
46	66
47	66
48	64
49	65
50	never existed
51	69
52	68
53	70
54	71
55	72
56	73
57	74
58	75
59	76
60	77
61	78
62	80
63	81
64	82
65	83

B. 1.

66	= 84
67	84
68	85
69	86
70	87
71	88
72	89
73	383
74	384
75	385
76	386
77	387
78	388
79	390
80	389
81	392
82	391
83	411
84	412
85	393
86	407
87	79
88	408
89	410
90	67
91	19
92	25
93	128
94–101	never existed
102	14

B. 2.

1	= 153
2	153
3	154
4	170
5	171
6	155

B. 2.

7	= 155
8	156
9	157
10	158
11	159
12	159
13	160
14	160
15	161
16	163
17	163
18	166
19	164
20	165
21	166
22	167
23	169
24	113
25	113
26	114
27	115
28	115
29	116
30	117
31	118
32	119
33	105
34	106
35	107
36	108
37	109
38	109
39	110
40	110
41	111
42	111
43	139
44	140
45	141
46	141
47	142
48	142
49	143
50	144
51	145
52	146
53	147

B. 2.

54	= 148
55	129
56	129
57	130
58	130
59	131
60	132
61	132
62	133
63	133
64	134
65	134
66	135
67	136
68	137
69	138
70	172
71	172
72	173
73	174
74	174
75	175

B. 3.

1	= 414
2	415
3	415
4	416
5	416
6	417
7	417
8	418
9	419
10	420
11	421
12	421
13	422
14	423
15	424
16	424
17	425
18	425
19	413
20	125
21	126

B. 3.

22	= 127
23	177
24	151
25	151
26	152
27	152
28	150
29	150
30	104
31	176
32	90
33	91
34	92
35	93
36	95
37	97
38	96
39	394
40	395
41	396
42	396
43	397
44	398
45	399
46	399
47	400
48	401
49	401
50	402
51	402
52	403
53	403
54	404
55	405
56	406
57	101
58	101
59	102
60	102
61	103
62	112
63	99
64	99
65	100
66	100
67	432
68	120

B. 3

69	= 121
70	122
71	431
72	430

B. 4.

1	= 98
2	94
3	426–8

B. 7.

1	= 248
2	249
3	250
4	251
5	253
6	252
7	254
8	255
9	255
10	256
11	256
12	257
13	258
14	259
15	260

B. 8.

1–15	Lawsuit to obtain Hamond's legacy of £1,400

B. 8.

16	= 32
17	33
18	about the lawsuit
19	168

B. 9.

1	= 203
2	204
3	202
4	206
5	179
6	185
7	188
8	186
9	186
10	200
11, 12	200
13	201
14	205
15	208
16	not about Oxford
17	212
18	213
19	a modern copy
20	215

B. 11.

1	= 304
2	305
3	306
4	307
5	308
6	309
7	310
8	311

B. 11.

9 =	312
10	313
11	314
12	178
13	196
14	196
15	191
16	189
17	189
18	197
19	198
20	198
21	199
22	193
23	195
24	194
25	209
26	211
27	353

B. 13.

1 =	315
2	316
3	316
4	317
5	317
6	318
7	318
8	319
9	320
10	320
11	321
12	322
13	321
14	323
15	323
16	324
17	325
18	325
19	326
20	327
21	326
22	328

B. 15.

1 =	341
2	342
3	343
4	344
5	345
6	345
7	346
8	346
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NOTE I

ON THE SITE OF THE COLLEGE

THE documents which describe the site of the College have been so often studied that it is no wonder if, when they appear in print, they are found to have little new information. But as regards the site of the original chapel they seem to be at variance with the current tradition. The facts about the chapel are as follows: It had not been begun, but it was in contemplation, at the time of the death of Hugh de Vienne, who expressed a wish that it might be built in memory of him, and for that purpose left a legacy of 50 marks, stipulating that the chapel was to be built of stone and roofed with lead.[1] Unfortunately the date of his death is not certain; but as he is mentioned repeatedly year by year in the Patent Rolls and Close Rolls down to the year 1295, and afterwards is mentioned no more, we cannot be far wrong if we assign his death to 1296. About 1310 the chapel was being built, but was not complete, and only half the legacy of Hugh de Vienne had been paid.[2] By 1328 it had been completed, and mention is made of costly windows.[3] Anthony Wood declines to give an opinion where this chapel stood, but it has often been maintained that it is now represented by the Master's dining-room, a fine room running east and west with an oriel window at its east end. Whether this is chronologically possible depends ultimately upon the situation which we assign to the tenement called Sparrow Hall. Anthony Wood, without giving any authority, asserts that it was represented by the building which in his time was called Hammond's Lodging, on the west side of the Master's Garden. But the deeds printed on pages 81 and 82 suggest that Hammond's Lodging was the tenement once of St. Frideswide's, and such is the opinion of Savage in *Balliofergus*; in this case Sparrow Hall would correspond to the Master's Garden as depicted in Loggan. Consequently the greater part of the Master's dining-room, if not the whole of it, would be on the site of St. Margaret

[1] No. 608. [2] No. 608. [3] No. 584.

Hall[1]; and as this tenement was not acquired[2] by the College until after 1337, the College chapel, which was finished before 1328, could not have stood here. There are other objections. The Master's dining-room being an upper room with chambers beneath it would be an oratory rather than a chapel, and the description of the chapel, as built of stone and roofed with lead, suggests a building standing by itself, and not an upper story above other buildings. The natural situation to suggest for the original chapel is where the second and the third chapels have stood, and we notice that this land was acquired by two members of the College in 1303,[3] which is about the time when the chapel must have been begun. It is true that in this case the chapel would probably have been isolated from the other buildings, but in the earliest Colleges the buildings were not gathered into a quadrangle, and in the case of Queen's College the chapel, built 1350–70, stood by itself quite detached.

'Hammond's Lodging' stood where now is the eastern part of Fisher's Building; a ground plan of it is given in Williams's *Oxonia Depicta*, but no picture of it is known. As early as 1686 the College was planning[4] to build on the west side of Hammond's Lodging, and in 1699 obtained the surrender of the land as far as the corner. We learn from deed no. 432 that this purpose was carried out, and that by 1705 New Buildings had been made,[5] but whatever stood here was, together with Hammond's Lodging, cleared away in 1769 when Fisher's Building was erected.

North of the corner tenement was the Katherine Wheel. During the seventeenth century this inn was enlarged from time to time, especially in 1631, when it annexed two houses on its south side towards the corner. During the siege of Oxford a proclamation of the King was issued in Nov. 1642 that inhabitants of the county were to bring horses and forage to the Katherine Wheel,[6] and in the records of the Hearth Tax of 1665 we learn that it had sixteen hearths, nearly twice as many as any other inn outside Northgate.[7] In 1714 the College bought up the lease of the Inn,[8] and apparently about that

[1] See plan, page 1.
[2] See p. 21.
[3] See p. 14.
[4] See no. 135.
[5] The note on p. 229 should be corrected; the 'New Building' of 1705 was actually at the corner, and therefore was not what is now called the Bristol Buildings. A ground plan of the building at the corner may be seen in Williams's *Oxonia Depicta*.
[6] *Bibliotheca Lindesiana*; Tudor and Stuart Proclamations, no. 2311.
[7] *Oxford City Documents*, p. 92. (O. H. S.)
[8] See no. 169.

time pulled down the southern part of the premises and erected what is now called the Bristol Buildings, known at one time as the Law Lodgings,[1] turning the rest of the inn into College rooms. This state of things, of which a picture is given at page 86, came to an end in 1825, when the remains of the Katherine Wheel were pulled down and the Basevi Buildings erected.[2] According to Ingram the Bristol Buildings were at the same time faced with stone to harmonize with the new work; but to judge from the old picture of the Katherine Wheel, the Bristol Buildings were always faced with stone. Perhaps Ingram's meaning is that the stone-facing was altered to harmonize with Basevi's work.

In Loggan's view of the College we see at the north-west corner a long low range of buildings, and from Isaac Taylor's map of 1750 and Gwynne's plan of Northgate[3] made in 1772 we learn that it must have measured 120 feet or more in length. From the leases which are given on pages 75–80 we learn that in the seventeenth century the northern part of it was let in three separate tenements, with frontages of 22½ feet, 29 feet, and 34 feet; the remaining portion therefore which was retained by the College and used as College rooms must have measured nearly 50 feet from north to south. Sometimes the whole building was called Caesar's Lodging,[4] but usually the term was confined to the portion at the southern end.[5] Over against this range of buildings, only a few yards to the east of it, stood another parallel with it, forming no doubt originally the further side of the courtyard of the Cardinal's Hat; it is marked in Isaac Taylor's map and in Williams's *Oxonia Depicta*, and it may be seen in Loggan's view at the top left-hand corner of the picture. This was the building which was popularly known as 'Pompey', because it stood over against 'Caesar'. It has often been thought that 'Pompey' was identical with the Katherine Wheel,[6] but Ingram's words show it was not so; he says that the Katherine Wheel was standing until 1825, but that Pompey was taken down about 1797. Probably at the same time the southern part of Caesar's Lodging was pulled down; for in Hoggar's map of 1850 and in the drawing of Caesar's Lodging reproduced at page 80 the building is not more than 70 feet long, and a gateway had been made where the rest of the building had been. Finally, in 1852 the

[1] See no. 150. The six windows of the Bristol Buildings are clearly marked in Williams's *Oxonia Depicta*.

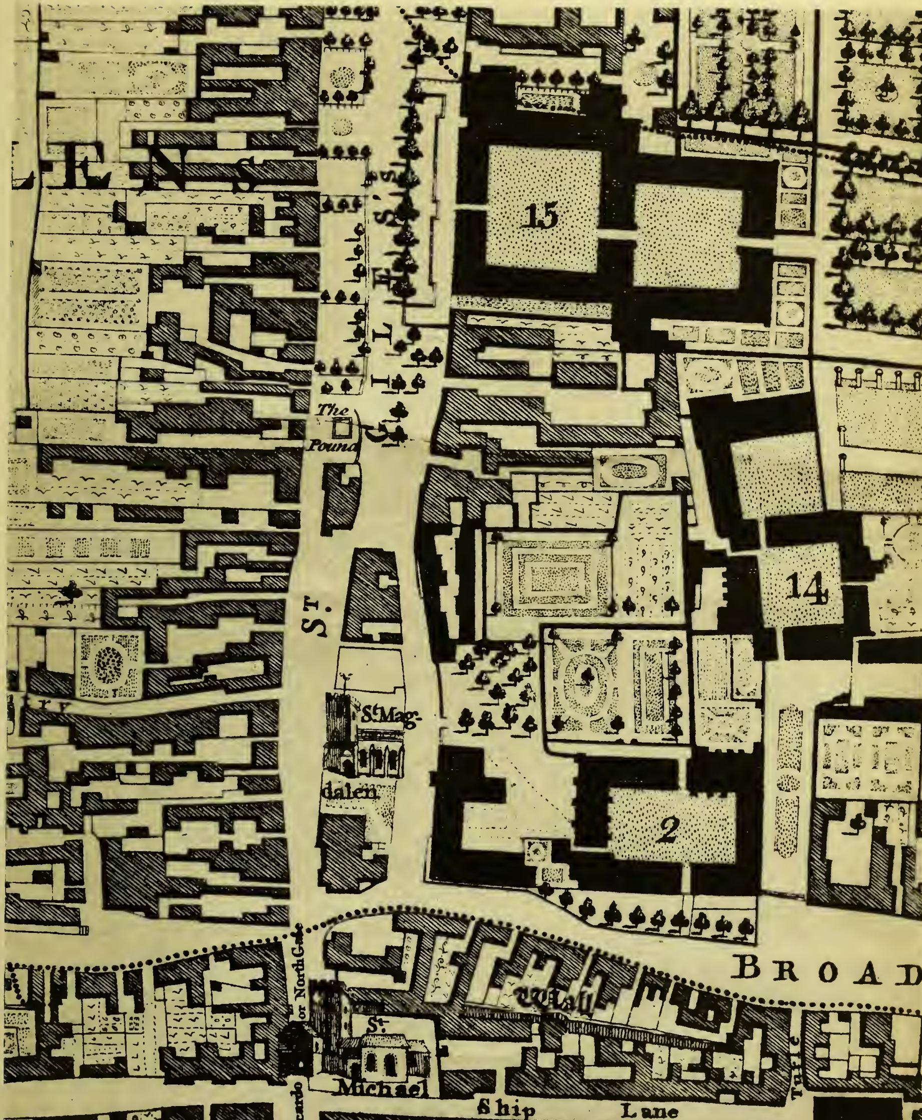
[2] Ingram, *Memorials of Oxford*, vol. i.

[3] See the plan in *Survey of Oxford* (Oxf. Univ. Press, 1912).

[4] See no. 99.

[5] See no. 118.

[6] *City of Oxford*, Wood-Clark, i. 635.



Balliol in 1750
From the map of Isaac Taylor



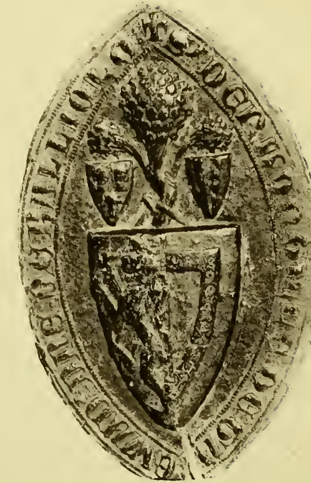
1. First Seal of the College



3. Seal of Hugh de Balliol; *see* p. 329



2. Second Seal of the College



4. Seal of Dervorguilla; *see* p. 279

whole site was cleared, and the tower and buildings, known as Salvin's Buildings, erected.

At the south end of Caesar's Lodging we notice both in Loggan's view and in Isaac Taylor's map a small building, which in 1610 and also in 1762 is stated to be the College stable.[1] The southern end of this stable, as we can see in Loggan, was used for bat-fives or some such game, and must have been the site of the ball-court which is mentioned in some of the leases.

NOTE II

THE SEALS OF BALLIOL COLLEGE

1. Pointed oval, $2\frac{7}{8} \times 1\frac{15}{16}$ in.; the Virgin crowned, seated on a throne under a trefoiled arch, with church-like canopy elaborately detailed, holding on her left knee the Child, with nimbus, in her right hand a ball or orb. On each side, on the shaft which supports the trefoiled arch, a shield of arms, on the left three garbs,[2] on the right two piles meeting towards the base.[3] Below, two kneeling figures; on the right John de Balliol, in armour, with a shield of arms, an orl for Balliol; on the left Dervorguilla holding by the left hand a shield of arms, a lion rampant for Galloway. Each of these figures is holding up the hand, supporting a model of the Collegiate buildings (thereby indicated to be dedicated to the Virgin) which has a bold trefoiled arch for its base, two tiers of upright beams of timber work, and over the roof, along the ridge, a frieze or entablature inscribed

DOM'S SCOLARIV̄ D' BALL'O.

The letters AR in *Scolarium* and AL in *Balliolo* are respectively conjoined. Background behind the figure of the Virgin, hatched lozengy. In the lower half of the seal and over the canopy the background is replenished with sprigs of foliage

S' C̄Ē D' BALL' SCVTA NOTANT Qͥ S̄T̄ PIA Vͥ GO DOMV̄ Tͥ DĀTES

i. e. Sigillum commune de Balliolo. Scuta notant qui sunt, pia Virgo, domum tibi dantes.[4]

[1] See nos. 95 and 96.

[2] The arms of the Earl of Chester.

[3] The arms of the Earl of Huntingdon. Dervorguilla was descended from the Earls of Chester and Huntingdon.

[4] The description is taken from Birch's *Catalogue of Seals in the British Museum*, ii. 151, where, however, *qui sunt* is read as *stantes*. The seal is figured in Ingram's *Memorials of Oxford*. The collotype (p. 363) is from a cast of the seal in the British Museum. It appears from Lincoln Episcopal Records, 1571–1584 (*Cant. and York Soc.*, p. 74), that this seal was in use as late as 1572.

2. [15th century.] Pointed oval, $1\frac{7}{8} \times 1\frac{1}{8}$ in.; St. Katharine with crown, standing in a niche, with carved canopy, pinnacled and crocketed, in her right hand a Katharine Wheel, in the left hand a palm-branch. Tabernacle-work at sides; carved corbel; background replenished with sprigs of foliage.[1]

SIGILLVM AD CAVSAS AVLE BALIOLI OXON

NOTE III

SEALS OF THE CHANCELLOR AND THE UNIVERSITY

One mediaeval seal of the University is known and four seals of the Chancellor.

1. The seal of the University is described in Birch's *Catalogue of the Seals in the British Museum* (vol. ii, p. 148) as follows: 'Pointed oval, $3\frac{1}{16} \times 1\frac{3}{4}$ in.; the Chancellor, in academical dress, seated on a bench, with his feet on a platform, under a trefoiled arch, with a church-like canopy of pinnacled turrets, and holding a book; on each side three scholars in academical dress, seated on a chair-like bench, under a pointed arch, with pinnacled canopy. In base, six other scholars seated on similar benches, in two tiers, the two scholars on the lower tier holding an open book between them. Background partially hatched, beaded borders.

SIGILL' CANCELLARII ET VNIVERSITATIS OXONIENS'.'

This is the seal mentioned on p. 151 *n.*, where it is wrongly described as the seal of the Chancellor. It has been reproduced in *Vetusta Monumenta*, vol. i, plate 64.

This seal was in use until Nov. 1902, when a new seal was made and the old matrix, which is of gold or of some alloy which looks like gold, was presented to the Bodleian Library; it is now in the coin room of the Bodleian. If it is of the thirteenth century, as stated in Birch's *Catalogue*, it must have been in use for more than six hundred years. The collotype is from a cast in the British Museum.

2. The first seal of the Chancellor is a pointed oval of about $\frac{3}{4} \times 1\frac{1}{8}$ in.; the head and shoulders of the Chancellor with a book before him on a rest; above him a hand and a star; inscription SIGILL' CANCELLARII OXONIE.

[1] From Birch's *Catalogue*, ii. 151; collotype from a cast in the British Museum.



1. The First Seal of the Chancellor



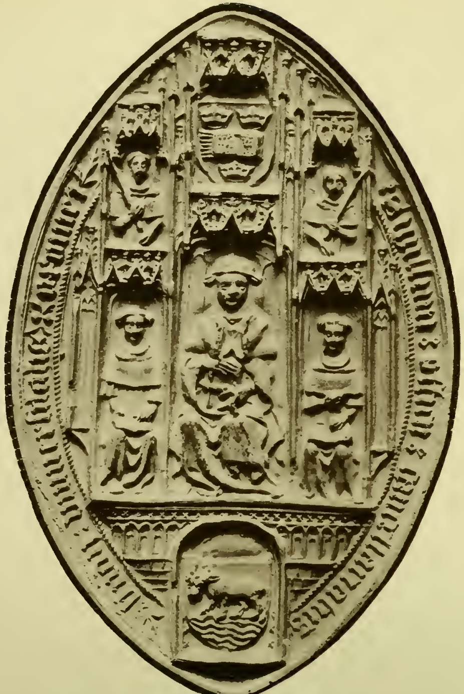
2. The Second Seal of the Chancellor



3. The Third Seal of the Chancellor



4. The Seal of the University



1. The Fourth Seal of the Chancellor



2. The Inscription on the Back of the Matrix

The collotype is from a photograph of the seal on deed no. 6, which is of the year 1284. The same seal is on a Magdalen deed (St. Peter in E., 8 B) which is of the year 1238, and there was a fragment of the same seal seen by Twyne on a document in the Archives of about the year 1220.[1]

3. The second seal of the Chancellor is: 'Pointed oval, $2\frac{1}{8} \times 1\frac{1}{4}$ in.; the Chancellor, seated on a bench under a cinquefoiled arch, between two scholars, each holding a book, facing to centre. In base under the platform an ox passing a ford: SIGILLVM : OFFICII : CANCELLARII : VNIVERSITATIS : OXONIE.'[2] It may be added that the background has a diagonal hatching. The reproduction is from a seal on an Oseney deed at Christ Church.

4. The third seal is apparently from the same matrix as the second seal but with the addition of two crosses on each side of the central figure. It is on a New College deed dated 1407 (Adderbury, no. 2).

5. The fourth seal is: 'Pointed oval, $3\frac{1}{4} \times 2\frac{1}{4}$ in.; the Chancellor in academical dress, seated in a canopied niche, holding a book. In a smaller canopied niche overhead a shield of arms, an open book with seven clasps between three crowns, the arms of the University. On each side in similar but smaller niches, two scholars seated in academical dress, the one on the left with an open book on his knees; overhead on each side, in a similar but smaller niche, a proctor or bedell, three-quarters length, holding a wand or staff of office. In base under a carved round-headed arch with a wall of masonry and arcaded screen-work, on each side an ox passing a ford:

SIGILLVM : OFFICII : CANCELLARIATVS : STVDII : VNIVERSITATIS : OXONIE.'[3]

This matrix still exists; it is of silver and is in the custody of the Senior Proctor. It has on its back the date 1429, when doubtless it was made. The reproduction is from a cast from this matrix made by permission of the University. Another reproduction may be seen in Ingram's *Memorials of Oxford*, frontispiece to vol. i.

[1] It should be mentioned that the collotypes of seals 2, 3, and 4 are from photographs by an amateur; it must not therefore be assumed that they are of exactly the same size as the original seals.

[2] *Catalogue of the Seals in the British Museum*, vol. ii, p. 148.

[3] Ibid., p. 149.

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Oxford Historical Society.

PUBLICATIONS.

1884.

1. **Register of the University of Oxford.** Vol. I. (1449–63; 1505–71), edited by the Rev. C. W. Boase, M.A., pp. xxviii + 364. (Price to the public, without discount, and prepaid, 16*s.*)

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